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Filing date: **11/18/2009**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91187908
Party	Defendant Super Bakery, Incorporated
Correspondence Address	JOHN W. MCILVAINE THE WEBB LAW FIRM 700 KOPPERS BUILDING, 436 SEVENTH AVEUE PITTSBURGH, PA 15219 UNITED STATES webblaw@webblaw.com
Submission	Other Motions/Papers
Filer's Name	John W. McIlvaine
Filer's e-mail	ttab@webblaw.com, jburgess@webblaw.com
Signature	/JWMc/
Date	11/18/2009
Attachments	DECLARATION OF J MATTHEW PRITCHARD-91187908.pdf (3 pages)(90472 bytes) EXHIBIT A OPP. NO. 91187908.pdf (29 pages)(1193647 bytes) EXHIBIT B Opp. No. 91187908.pdf (83 pages)(6246707 bytes) EXHIBIT C OPP. NO. 91187908.pdf (7 pages)(434592 bytes) EXHIBIT D OPP. NO. 91187908.pdf (17 pages)(551413 bytes) EXHIBIT E OPP. NO. 91187908.pdf (21 pages)(815675 bytes) EXHIBIT F OPP. NO. 91187908.pdf (16 pages)(624684 bytes) EXHIBIT G OPP. NO. 91187908.pdf (13 pages)(403873 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

OKLAHOMA STATE UNIVERSITY,	)	Opposition No. 91187908
)	
Opposer,	)	Application No. 77/383,001
)	
v.	)	Mark: COWBOYADE
)	
SUPER BAKERY, INCORPORATED,)	
)	
Applicant.)	

**DECLARATION OF J. MATTHEW PRITCHARD IN SUPPORT OF APPLICANT'S
BRIEF IN OPPOSITION TO SUMMARY JUDGMENT**

I, J. Matthew Pritchard, make the following declaration:

1. I am an attorney at The Webb Law Firm, and am one of the attorneys representing Applicant Super Bakery, Inc. ("Super Bakery") in this opposition against Opposer Oklahoma State University ("the University"). I am over the age of twenty-one, I am competent to make this Declaration, and the facts set forth in this Declaration are based on my personal knowledge.

2. On March 16, 2009, Applicant produced documents relating to other third party uses and registration of "ADE" and "COWBOY" marks in response to Opposer's First Request for Production of Documents. Applicant has run an updated search in the CT Corsearch Database. A true and correct copy of the relevant portions of these documents is attached as **Exhibit A**.

3. On April 15, 2009, Opposer produced documents relating to its license agreements with the Collegiate Licensing Company ("CLC") which described the proper use of the University's registered marks. A true and correct copy of the relevant portions of these documents is attached as **Exhibit B**.

4. On April 15, 2009, Opposer produced documents listing its purported licensees. A true and correct copy of these documents is attached as **Exhibit C**.

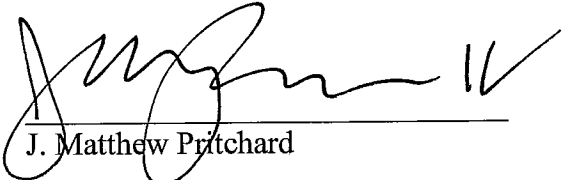
5. On June 4, 2009, R. Charles Henn Jr., an attorney representing Opposer, deposed Franco Harris in his individual capacity and as Applicant's Rule 30(b)(6) designee. A true and correct copy of the relevant portions of the Deposition of Franco Harris ("Harris Dep.") is attached as **Exhibit D**.

6. On June 17, 2009, Applicant served written discovery requests, including interrogatories, requests for document production, and requests for admission on Opposer. A true and correct copy of the relevant portions of the Applicant's First Set of Interrogatories and Opposer's responses are attached as **Exhibit E**. A true and correct copy of the relevant portions of the Applicant's First Requests for Admission and Opposer's responses are attached as **Exhibit F**.

7. On August 12, 2009, J. Matthew Pritchard, the undersigned, deposed Michael Drucker, assistant general counsel for the CLC. A true and correct copy of the relevant portions of the Deposition of Michael Drucker is attached as **Exhibit G**.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct.

Dated: November 18, 2009.



J. Matthew Pritchard

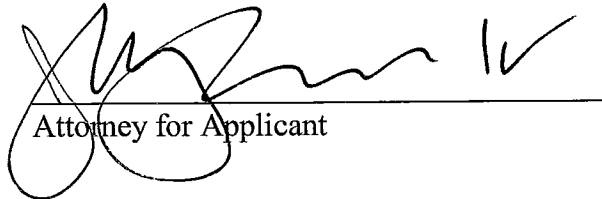
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BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

OKLAHOMA STATE UNIVERSITY,)	Opposition No. 91187908
)	
Opposer,	)	Application No. 77/383,001
)	
v.	)	Mark: COWBOYADE
)	
SUPER BAKERY, INCORPORATED,)	
)	
Applicant.)	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing DECLARATION OF J. MATTHEW PRITCHARD has been served on counsel for Opposer by mailing a copy on November 18, 2009, via First Class Mail, postage prepaid, and addressed as follows:

Rosaleen H. Chou, Esq.
R. Charles Henn, Jr., Esq.
Alicia Grahm Jones, Esq.
Lauren Sullins Ralls, Esq.
KILPATRICK STOCKTON LLP
1100 Peachtree Street
Suite 2800
Atlanta, GA 30309-4528



Attorney for Applicant

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

OKLAHOMA STATE UNIVERSITY,	)	Opposition No. 91187908
)	
Opposer,	)	Application No. 77/383,001
)	
v.	)	Mark: COWBOYADE
)	
SUPER BAKERY, INCORPORATED,)	
)	
Applicant.)	

EXHIBIT A TO THE DECLARATION OF J. MATTHEW PRITCHARD



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Word Mark PANTHER ENERGY DRINK

Goods and Services IC 032. US 045 046 048. G & S: ENERGY DRINKS. FIRST USE: 20011004. FIRST USE IN COMMERCE: 20011016

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code 03.01.03 - Cats, tigers or other large cats; Cheetahs; Jaguars; Leopard; Lynx; Ocelots; Panther; Panthers; Puma; Tigers
03.01.16 - Heads of cats, dogs, wolves, foxes, bears, lions, tigers
26.01.08 - Circles having letters or numerals as a border; Circles having punctuation as a border; Letters, numerals or punctuation forming or bordering the perimeter of a circle
26.01.15 - Circles, exactly three circles; Three circles
26.01.17 - Circles, two concentric; Concentric circles, two; Two concentric circles
26.01.21 - Circles that are totally or partially shaded.

Serial Number 78771779

Filing Date December 12, 2005

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition August 22, 2006

Registration Number 3168344

Registration Date November 7, 2006

Owner (REGISTRANT) Anhing Corporation CORPORATION CALIFORNIA 418 North Avenue Los Angeles CALIFORNIA 90031

Attorney of

SB000074

Record Denis H. Oyakawa, Esq.
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "ENERGY DRINK" APART FROM THE MARK AS SHOWN
Description of Mark The color(s) red, blue and gold is/are claimed as a feature of the mark. The mark consists of the words "PANTHER ENERGY DRINK" displayed on the inner perimeter of a circle. The words are in the color blue and are displayed against a circular gold background. In the center of the circle is the design of a panther head, in profile, with fangs bared. The panther is in the color blue with gold shading against a red circular background.
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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LONGHORN

Word Mark	LONGHORN
Goods and Services	IC 032, US 045 046 048, G & S: sport energy and isotonic drinks , and sport energy and isotonic drinks containing caffeine and/or plant extracts
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	78939925
Filing Date	July 28, 2006
Current Filing Basis	1B;44E
Original Filing Basis	1B;44E
Published for Opposition	November 13, 2007
Owner	(APPLICANT) Infra Metal Establishment LTD LIAB CO LIECHTENSTEIN Kappelestrasse 15 Eschen LIECHTENSTEIN 9492
Attorney of Record	Francis J. Duffin
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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SPARTAN

Word Mark SPARTAN

Goods and Services

IC 001. US 001 005 006 010 026 046. G & S: Distilled water, transmission fluid, unexposed camera film. FIRST USE: 19880000. FIRST USE IN COMMERCE: 19880000

IC 004. US 001 006 015. G & S: Artificial fireplace logs, charcoal briquettes, charcoal lighter fluid, motor oil. FIRST USE: 19971031. FIRST USE IN COMMERCE: 19971031

IC 016. US 002 005 022 023 029 037 038 050. G & S: Lunch bags, trash bags, plastic freezer bags, sandwich bags, plastic food storage bags, plastic wrap, facial tissue, paper napkins, paper towels, disposable diapers and training pants, self-adhesive tapes for household purposes, plastic lawn and leaf bags, paper filters for coffee makers. FIRST USE: 19850000. FIRST USE IN COMMERCE: 19850000

IC 021. US 002 013 023 029 030 033 040 050. G & S: Paper cups and plates, foam cups and plates, plastic cups and plates. FIRST USE: 20040129. FIRST USE IN COMMERCE: 20040129

IC 029. US 046. G & S: Frozen fruits, frozen vegetables, frozen french fried, hash brown and puff potatoes, soup mixes, soups, cooking oils, vegetable oil cooking sprays, shortening, processed olives, fruit-based pie fillings, jams, jellies, fruit preserves, peanut butter, applesauce, cranberry sauce, fruit-based snack food, canned fish, pickles, canned fruits, canned vegetables, processed nuts, raisins, pitted dried prunes, processed beans, refried beans, flaked coconut, broth, instant potatoes, non-dairy creamer, condensed milk, milk, evaporated milk, sauerkraut, maraschino cherries, chili, corned beef hash, canned meats, beef stew, dairy products excluding ice cream, ice milk and frozen yogurt, potato chips, tomato paste, pork rinds, bouillon. FIRST USE: 20010322. FIRST USE IN COMMERCE: 20010322

IC 030. US 046. G & S: Bread, buns, bagels, english muffins, biscuits, cookies, pie crusts, cinnamon rolls, crescent rolls, garlic bread, ice, ice cream, pizza, bread dough, waffles, canned pasta, pasta, chocolate chips, confectionary chips for baking, pretzels, corn chips, tortilla chips, crackers, salt, salt pellets and salt crystals used for cooking, salad dressings, mayonnaise, sloppy joe sauce, pasta sauce, tomato sauce, salsa, steak sauce, taco sauce, worcestershire sauce, soy sauce, chocolate syrup, pancake syrup, tartar sauce, macaroni and cheese, gravy mix, meatloaf seasoning mix, sloppy

SB000078

joe mix, fajita mix, ketchup, chili sauce, seafood cocktail sauce, cheese puffs, cheese curls, popcorn, bread crumbs, taco seasoning, chili seasoning, spices, pickle relish, marshmallows, baking soda, cake mixes, brownie mixes, frostings, breakfast cereals, honey, rice, flour, powdered sugar, brown sugar, teas, coffee, mustard, vinegar, flavored and sweetened gelatins, instant pudding mixes, cones for ice cream, stuffing mixes containing bread, corn starch, frozen toaster pastries, cocoa, hot chocolate, processed oats, oatmeal, grits, croutons, granola-based snack bars. FIRST USE: 20040825. FIRST USE IN COMMERCE: 20040825

IC 031. US 001 046. G & S: Pet food, cat litter. FIRST USE: 19880000. FIRST USE IN COMMERCE: 19880000

IC 032. US 045 046 048. G & S: Fruit juices, fruit flavored beverages, drinking water, spring water, soft drinks, pop, vegetable juices. FIRST USE: 19600000. FIRST USE IN COMMERCE: 19600000

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 78563785

Filing Date February 9, 2005

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition December 20, 2005

Registration Number 3067847

Registration Date March 14, 2006

Owner (REGISTRANT) Prevo's Family Markets, Inc. CORPORATION MICHIGAN 850 76th St SW Grand Rapids MICHIGAN 49518

Attorney of Record R. Scott Keller

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

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**Word Mark** SPARTAN
Goods and Services IC 032. US 045 046 048. G & S: BEER; MINERAL AND AERATED WATERS AND OTHER NON ALCOHOLIC DRINKS; SYRUPS AND OTHER PREPARATIONS FOR MAKING BEVERAGES

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code

- 02.01.02 - Men depicted as shadows or silhouettes of men; Silhouettes of men
- 02.01.23 - Gladiators; Men, Roman, Greek and other ancient soldiers, gladiators and Vikings; Vikings
- 02.01.23 - Armor (men wearing); Knights; Men, knights and other men in armor
- 02.01.24 - Band uniforms (men wearing); Cavalrymen; Men, soldiers, cavalymen, men in military uniform, including men dressed in band uniforms with a military appearance; Military men; Soldiers
- 02.01.31 - Men, stylized, including men depicted in caricature form
- 02.01.34 - Monsters (not robots); Other grotesque including men formed by plants or objects
- 09.05.25 - Battling helmets; Caps, nurses; Caps, swimming; Dunce caps; Football helmets; Helmets, athletic; Helmets, construction; Helmets, military; Helmets, protective; Safety helmets
- 23.01.02 - Bayonets; Harpoons; Hunting knives; Knives, daggers; Spears
- 24.01.01 - Shields or crests (plain) with neither a figurative element nor an inscription contained therein or superimposed thereon
- 26.01.01 - Circles as carriers or as single line borders
- 26.01.21 - Circles that are totally or partially shaded.
- 26.11.20 - Rectangles inside one another
- 26.11.21 - Rectangles that are completely or partially shaded

Serial Number 77240979**Filing Date** July 27, 2007**Current Filing Basis** 1B**Original** 1B

SB000080

<http://tess2.uspto.gov/bin/showfield?f=doc&state=cu91n7.6.51>

1/25/2008

Filing Basis

Owner (APPLICANT) Mythos Brewery Societe Anonyme SOCIETE ANONYME GREECE Ehedorou (Ex Sindos) GR-Thessaloniki GREECE

Attorney of Record Stephen G. Janoski

Description of Mark The color(s) gold, black, brown and white is/are claimed as a feature of the mark. The mark consists of SPARTAN and stylized elements, including a stylized profile of a standing human figure with shield and weapon, within stylized square designs. The colors gold and white appear in the exterior, border square designs, in the literal portion of the mark, and in the circular design containing the profile of the standing human figure. The colors black and brown appear in an exterior, border square design, as background in the inner most square design, in the literal portion of the mark, and in the profile of the standing human figure..

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

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Word Mark TIGER

Goods and Services IC 032. US 045 046 048. G & S: Energy drinks

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code 03.01.03 - Cats, tigers or other large cats; Cheetahs; Jaguars; Leopard; Lynx; Ocelots; Panther; Panthers; Puma; Tigers
26.11.21 - Rectangles that are completely or partially shaded

Serial Number 77158084

Filing Date April 16, 2007

Current Filing Basis 1B

Original Filing Basis 1B

Owner (APPLICANT) Alban Distributors, Inc. CORPORATION FLORIDA 7330 Northwest 54th Street Lauderhill FLORIDA 33319

Attorney of Record John C. Smith

Description of Mark The applicant claims color as a feature of the mark, namely, orange, black and white. The mark consists of a tiger shown in orange with white patches and black stripes. The word Tiger is spelled in black letters with a white outline. The background is in shades of orange.

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

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Trojan Energy

Word Mark	TROJAN ENERGY
Goods and Services	IC 032. US 045 046 048. G & S: Energy Drinks
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	77299672
Filing Date	October 9, 2007
Current Filing Basis	1B
Original Filing Basis	1B
Owner	(APPLICANT) Beverage Capital Financing LTD LIAB CO CALIFORNIA 100 s Cambridge Ave Claremont CALIFORNIA 91711
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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TIGER JUICE

Word Mark	TIGER JUICE
Goods and Services	IC 032. US 045 046 048. G & S: (Based on Intent to Use) Colas; Drinking water; Energy drinks; Fruit drinks; Fruit flavored soft drinks; Fruit-flavored drinks; Powders used in the preparation of isotonic sports drinks and sports beverages; Soft drinks; Sports drinks
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	77307158
Filing Date	October 18, 2007
Current Filing Basis	1B
Original Filing Basis	1B
Owner	(APPLICANT) Bartle, David DBA Rapier USA Inc. INDIVIDUAL GREAT BRITAIN 1408 SE 5th Street, Ocala FLORIDA 34471
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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TIGER
Word Mark
Goods and
Services
TIGER ENERGY DRINK

IC 032. US 045 046 048. G & S: NON-ALCOHOLIC BEVERAGES, NAMELY, ENERGY DRINKS CONTAINING CAFFEINE, ROOT EXTRACT, MALTODEXTRIN, GUARANA, AND SEED EXTRACT

Mark Drawing
Code

(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search
Code

03.01.03 - Cats, tigers or other large cats; Cheetahs; Jaguars; Leopard; Lynx; Ocelots; Panther; Panthers; Puma; Tigers

03.01.24 - Stylized cats, dogs, wolves, foxes, bears, lions, tigers

26.11.02 - Plain single line rectangles; Rectangles (single line)

26.11.08 - Rectangles comprised of letters, numerals or punctuation and letters, numerals or punctuation forming the perimeter of a rectangle or bordering the perimeter of a rectangle.

26.11.21 - Rectangles that are completely or partially shaded

Serial Number

76080359

Filing Date

June 29, 2000

Current Filing
Basis

44E

Original Filing
Basis

1B;44D

Published for
Opposition

March 23, 2004

Registration
Number

2927101

Registration Date

February 22, 2005

Owner

(REGISTRANT) Maple Leaf Distillers Inc. CORPORATION CANADA 235 McPhillips Street Winnipeg, Manitoba CANADA R3E 2K3

(LAST LISTED OWNER) ANGOSTURA CANADA INC. CORPORATION CANADA 251 SAULTEAUX CRES. SB000088

WINNIPEG CANADA R3J 3C7

**Assignment
Recorded**

ASSIGNMENT RECORDED

Attorney of Record Adam K. Sacharoff

Priority Date December 29, 1999

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "ENERGY DRINK" APART FROM THE MARK AS SHOWN

Type of Mark TRADEMARK

Register PRINCIPAL

**Live/Dead
Indicator** LIVE

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Typed Drawing

Word Mark	COUGAR
Goods and Services	IC 032. US 045 046 048. G & S: soft drinks. FIRST USE: 19921230. FIRST USE IN COMMERCE: 19930108
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	76362567
Filing Date	January 25, 2002
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	February 11, 2003
Registration Number	2713000
Registration Date	May 6, 2003
Owner	(REGISTRANT) Varni Brothers Corporation CORPORATION CALIFORNIA 400 Hosmer Avenue Modesto CALIFORNIA 95351
Attorney of Record	Peter H. Smith
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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Typed Drawing

Word Mark	CAT ADE
Goods and Services	(CANCELLED) IC 031. US 001 046. G & S: Drinks and food for cats. FIRST USE: 19980119. FIRST USE IN COMMERCE: 19980119
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	75442006
Filing Date	February 27, 1998
Current Filing Basis	1A;44D
Original Filing Basis	1B;44D
Published for Opposition	December 15, 1998
Registration Number	2435571
Registration Date	March 13, 2001
Owner	(REGISTRANT) EURO-CAN MANUFACTURING INC. CORPORATION CANADA 41 Ardelt Place Kitchener, Ontario CANADA N2C 2C8
Attorney of Record	R. CRAIG ARMSTRONG
Priority Date	August 28, 1997
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CAT" APART FROM THE MARK AS SHOWN
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	DEAD
Cancellation Date	December 15, 2007

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SB000091

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1/25/2008



Chart of Tagged Records

Trademark	Status/Status Date	Brief Goods/Services	Owner
BORN TO BE A COWBOY BORN TO BE A COWBOY	Pending - Initialized April 11, 2009	(Int'l Class: 21) Beverage glassware; mugs (Int'l Class: 25) Bandanas; belts; boots; hats; jackets; long-sleeved shirts; pants; shirts; sweat shirts; t-shirts	Tim Ryan Rouillier (United States Citizen) 6433 Temple Rd. Frankling Tennessee, 37069
BRONCO FLU BRONCO FLU	Registered April 8, 2008	(Int'l Class: 5) Cough syrups; herb teas for medicinal purposes; herbal teas for medicinal purposes (Int'l Class: 30) Beverages made of tea; black tea; flavourings of tea; green tea; tea; tea for infusions	Distribuidora De Alimentos Naturales Y Nutricionales, S.A. De C.V. (Mexico Corp.) Manuel Avila Camacho # 44-A Mexico, 09570 Mexico
COFFEE CAT	Renewed 8 & 15 May 3, 2004	(Int'l Class: 30) Food; namely, coffee, non-alcoholic coffee-based beverages, tea, bread and pastries	Srinath, Manithri (United States Citizen) P. O. Box 419 Santa Cruz California, 95061
COWBOY ENERGY COWBOY ENERGY	Registered May 30, 2006	(Int'l Class: 32) Non-alcoholic drinks, namely, energy drinks	Unique Beverage Company, Llc (Washington Limited Liability Company) Po Box 2246 Everett Washington, 98213
COWBOY UP COWBOY UP	Pending - Suspended June 6, 2008	(Int'l Class: 32) Light beverages, namely, beer; nonalcoholic drinks, namely, energy drinks, fruit drinks and fruit juices	Wyoming West Designs II, Inc. (Wyoming Corp.) 955 Alpine Lane Jackson Wyoming, 83001
COWBOYRITA COWBOYRITA	Registered May 27, 2008	(Int'l Class: 33) Alcoholic beverages, namely, frozen alcoholic beverages, except beers	Pro Silver Star, Ltd., Composed of Its General Partner, Csj Sports, Ltd., a Texas Limited Partnership, and Its Limited Partners, Stephen Jones, Jerry Jones, Jr., and Charlotte Jones, All U.S. Citizens (Texas Ltd. Partnership) One Cowboys Parkway Irving Texas, 75063-4727
FALCON BREWING COMPANY Falcon Brewing Company	Published - Request for Extensions of Time to TTAB February 7, 2009	(Int'l Class: 32) Beer; beer wort; black beer; brewed malt-based alcoholic beverage in the nature of a beer; coffee-flavored beer; malt beer; malt liquor; pale	Falcon Brewing Company, Llc (Colorado Limited Liability Company) 4935 South Elk Street Aurora Colorado, 80016

Trademark	Status/Status Date	Brief Goods/Services	Owner
		beer; porter	
FALCON HILL FALCON HILL	Registered July 24, 2007	(Int'l Class: 33) Wine; prepared wine cocktails; and wine beverages consisting of wine and carbonated or mineral water	P. J. Valckenberg Gmbh (Germany Limited Liability Company) Weckerlingplatz 1 D-67547 Worms Am Rhein Germany
FALCON RIDGE	Registered April 19, 2005	(Int'l Class: 33) Alcoholic beverages, namely, wines	E. & J. Gallo Winery (California Corp.) 600 Yosemite Boulevard Modesto California, 95354
GATTO ROSA	Registered December 31, 2002	(Int'l Class: 33) Alcoholic beverages namely, liqueurs, aperitifs, and aperitif wines excluding beer	Mangaroca International Ag, Schaan Succursale Di Barbengo (Switzerland Corp.) Via Cadeplano 18 Zona Industriale 3 Barbengo, Ch- 6917 Switzerland
HOT IRISHMAN SUPERIOR IRISH COFFEE and Design  HOT IRISHMAN Superior Irish Coffee	Registered June 29, 2004	(Int'l Class: 33) Irish alcoholic coffee-based beverages	Hot Irishman Limited (Ireland Corp.) Urglin Glebe Urglin Carlow Ireland
HOUSTON COWBOY and Design  Houston COWBOY	Registered October 7, 2008	(Int'l Class: 32) Concentrates, syrups or powders used in the preparation of soft drinks	Thai United Products Co., Ltd. (Thailand Corp.) 7/34 Moo 4, On-Nuch Road Pranet Bangkok Thailand
IRISH AT ITS BEST IRISH AT ITS BEST	Registered September 23, 2008	(Int'l Class: 33) Alcoholic beverages, namely, whiskey	The "Old Bushmills" Distillery Co. Limited (United Kingdom Corp.) Bushmills Co. Antrim, Bt57 8Xh Northern Ireland
IRISH BLEND IRISH BLEND	Pending - Non-Final Action Mailed December 9, 2008	(Int'l Class: 5) Nutritional supplements (Int'l Class: 32) Beverages	Hansen Beverage Company (Delaware Corp.) Suite 201 550 Monica Circle Corona California, 92880
IRISH ITCH Irish Itch	Registered June 20, 2006	(Int'l Class: 32) Brewed malt-based alcoholic beverage in the nature of a beer	Tilted Kilt Franchise, Llc (Wyoming Limited Liability Company) 1300 North McClintock, E- 14 Chandler

Trademark	Status/Status Date	Brief Goods/Services	Owner
			Arizona,85226
IRISH MOSS	Renewed 8 & 15 November 6, 2000	(Int'l Class: 29) Vanilla flavored food beverage	Big Bamboo, Inc (Florida Corp.) Po Box 272591 Boca Raton Florida,33427-259
IRISH SETTER RED	Registered 8 & 15 August 14, 2006	(Int'l Class: 32) Malt beverages, namely, beer and ale	Thirsty Dog Brewing Company (Ohio Corp.) 4500 Rockside Road #450 Independence Ohio,44131
JAMAICAN COWBOY	Registered October 21, 2008	(Int'l Class: 33) Alcoholic beverages, namely, prepared cocktails	Texas Roadhouse Delaware Llc (Delaware Limited Liability Company) 6040 Dutchmans Lane, Suite 400 Louisville Kentucky,40205
MALTESE FALCON MALTESE FALCON	Allowed - Intent to Use 2nd Extension of Time Granted November 3, 2008	(Int'l Class: 32) Ale; brewed malt-based alcoholic beverage in the nature of a beer	Golden West Brewing Company (California Corp.) P.O. Box 114 The Sea Ranch California,95497
SACRAMENTO RIVER CATS	Registered 8 & 15 September 10, 2008	(Int'l Class: 16) Paper goods and printed matter; namely writing paper, note books, note pads, pencil holders, pens, non-electric erasers, pencils, autograph books,... (Int'l Class: 21) Housewares and glass; namely, serving trays not of precious metal, dishes in general, trash cans, candlesticks not of precious metal,... (Int'l Class: 25) Clothing; namely, shirts, shorts, tee shirts, polo shirts, golf shirts, tank tops, jogging suits, socks, underwear, jackets, sweaters, vests, pants,... (Int'l Class: 28) Toys and sporting goods; namely baseballs, miniature souvenir baseball bats, baseball batting gloves, baseball gloves, inflatable toy baseball bats, inflatable... (Int'l Class: 41) Entertainment services in the nature of baseball games and exhibitions	Sacramento River Cats Baseball Club, Llc (California Limited Liability Company) 400 Ballpark Dr. West Sacramento California,95691
THE ORIGINAL R IRISH SCHNAPPS OR IRISH	Registered July 22, 2003	(Int'l Class: 33) Alcoholic beverages, namely,	Bawnor Ltd (Ireland Limited Liability

Trademark	Status/Status Date	Brief Goods/Services	Owner
SCHNAPPS and Design 		schnapps	Company) Cove House, Sandycove Avenue East Sandycove, Co. Dublin Ireland
VODKAT VODKAT	Registered October 9, 2007	(Int'l Class: 33) Alcoholic beverages, namely, vodka, vodka-based beverages and alcoholic beverages containing vodka	Incorporated Beverages (Jersey) Limited (Jersey Corp.) P.O. Box 490, Coutanche House Jersey, Je4 8Wz Jersey
WESTERN MICHIGAN BRONCOS and Design 	Registered August 26, 2003	(Int'l Class: 6) Metal license plates, metal key rings, and metal money clips (Int'l Class: 14) Lapel pins, tie tacks, tie bars, charms, clocks, and precious metal money clips (Int'l Class: 16) Paper folders, bumper stickers, paper napkins, pens, pencils, decals, playing cards, date books, address books, appointment books, calendar planners, academic... (Int'l Class: 18) Leather key fobs and backpacks (Int'l Class: 20) Plastic flags, stadium seat cushions, furniture, namely pillows, chairs and mirrors (Int'l Class: 21) Mugs, coffee mugs, beverage glassware, plastic ware, namely all purpose portable household containers, beer glasses, insulated portable beverage coolers and... (Int'l Class: 24) Cloth flags, cloth car flags, cloth pennants and bed blankets; golf towels (Int'l Class: 25) Adult clothing, namely, baseball caps, football jerseys, hockey jerseys, jackets, t-shirts, long-sleeve t-shirts, polo shirts, sweatshirts, hooded sweatshirts, crew-neck sweatshirts,... (Int'l Class: 28) Athletic equipment, namely, golf bags, golf balls, golf club covers, hockey pucks, basketballs, footballs, yo-yos, flying discs and christmas tree...	Board of Trustees of Western Michigan University, The (Michigan Constitutional Corporation) 3050 Administration Building Kalamazoo Michigan, 490083899

Trademark	Status/Status Date	Brief Goods/Services	Owner
		(Int'l Class: 41) Entertainment services, namely, conducting collegiate athletic exhibitions and games	
BIG CAT BIG CAT	Pending - Non-Final Action Mailed March 20, 2009	(Int'l Class: 32) Beer; bottled water; brewed malt- based alcoholic beverage in the nature of a beer; drinking water	Pabst Brewing Company (Delaware Corp.) P.O. Box 1661 San Antonio Texas, 78296
BLACK CAT BLACK CAT	Allowed - Intent to Use Statement of Use - Registration Review Complete March 30, 2009	(Int'l Class: 30) Beverages made of coffee; coffee; coffee beans; ground coffee beans; prepared coffee and coffee-based beverages; roasted coffee beans	Srinath, Manthri (United States Citizen) C/O Koenig & Associates 920 Garden Street, Suite A Santa Barbara California, 93067
BADCAT and Design 	MT: Registered February 20, 2007	(Int'l Class: 32) Beers, water, drinks, juices and beverage mixes	John Thiede 2506 Westridge Drive Bozeman Montana, 59715
BADCAT and Design 	MT: Registered February 20, 2007	(Int'l Class: 33) Alcoholic beverages, not beer	John Thiede 2506 Westridge Drive Bozeman Montana, 59715
BADGER BURST	WI: Registered March 16, 1994	(Int'l Class: 32) Soft drink	King Juice Company Inc. (Corp.) 851 West Grange Ave. Milwaukee Wisconsin, 53221
BADGERLAND	WI: Registered August 17, 1988	(Int'l Class: 32, 33) Alcoholic beverages	Ambur Distilled Products, Inc. Glendale Wisconsin
CAPE HIGGAN IRISH	MA: Registered September 30, 1992	(Int'l Class: 32) Bottled and kegged malted beverages	The Brewery on Martha's Vineyard, Inc. (Massachusetts Corp.) P.O. Box 1142 Vineyard Haven Massachusetts, 02568
CATWOMAN	PR: Registered February 1, 1993	(Int'l Class: 32) Numeral and aerated waters, and other non-alcoholic drinks in liquid and powdered form, fruit drinks and fruit juices	D.C. Comics, Inc. (Corp.) 555 6th Ave. New York New York, 10103
COWBOY COOLERS	MT: Registered January 27, 1995	(Int'l Class: 21) Beverage cooler/can wrap	Thomas and Sandra White, Dba White Meadow Enterprises 215 Meadows Rd.





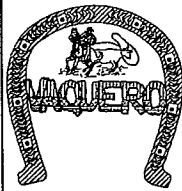


Trademark	Status/Status Date	Brief Goods/Services	Owner
			Whitefish Montana,59937
EL BRONCO	NM: Registered March 8, 1993	(Int'l Class: 42) Retail food and beverage establishment	Maria Cabrera (New Mexico Citizen) 301 Coors Blvd. Sw Albuquerque New Mexico,87121
FALCON PALE.ALE and Design	CO: Registered December 20, 1991	(Int'l Class: 32) Malt, beverages, and liquors	The Rockies Brewery, Inc. (Corp.) 2115 13Th St. Boulder Colorado,80302
STONE CAT and Design 	MA: Registered January 24, 2003	(Int'l Class: 32) Beverages	Mercury Brewing and Dist. Co., Inc. (Massachusetts Corp.) 23 Hayward Street Ipswich Massachusetts,01938
WILD CAT ICE (Stylized) 	OH: Registered July 24, 2001	(Int'l Class: 32) Beer, malt beverages and preparation for making beer and malt	Wildlife Brewing Nb, Inc. (Wisconsin Corp.) 3340 Liberty Avenue Pittsburgh Pennsylvania,15201

Chart of Tagged Records

Trademark	Status/Status Date	Brief Goods/Services	Owner
AIR COWBOYS	Registered April 29, 2003	(Int'l Class: 25) T-shirts (Int'l Class: 42) Relief services, namely charitable services providing food, clothing and/or medicine	Sackett Aviation LTD, Scott Hunt Sackett United States (Texas Partnership) 9300 Hickory Road Krum, Texas 76249
ALL PART OF BEING A COWBOY ALL PART OF BEING A COWBOY	Registered April 21, 2009	(Int'l Class: 25) Clothing for men and women, namely, long and short sleeved t-shirts, collared dress shirts and sports shirts, blouses, vests, sweatshirts, jackets, coats, hats, visors	Marchesi, David A. (United States Citizen) 1515 East Mountain Road Westfield, Massachusetts 01085
BORN TO BE A COWBOY BORN TO BE A COWBOY	Allowed - Intent to Use Notice of Allowance Issued November 3, 2009	(Int'l Class: 21) Beverage glassware; mugs (Int'l Class: 25) Bandanas; belts; boots; hats; jackets; long-sleeved shirts; pants; shirts; sweat shirts; t-shirts	Tim Ryan Rouillier (United States Citizen) 6433 Temple Rd. Frankling, Tennessee 37069
COWBOY CANDY COWBOY CANDY	Published November 3, 2009	(Int'l Class: 29) Jalapeno-based food products, namely candied and pickled jalapenos	Whh Ranch Company, Bill C. Hamzy, Usa ; Elizabeth Burch Hamzy, Usa (Texas Partnership) P.O. Box 311 Shepherd, Texas 77371
COWBOY ENERGY COWBOY ENERGY	Registered May 30, 2006	(Int'l Class: 32) Non-alcoholic drinks, namely, energy drinks	Wyoming West Designs II, Inc. (Wyoming Corp.) Po Box 75306 Phoenix, Arizona 85087
COWBOYS CRUMBTRAIL COWBOYS CRUMBTRAIL	Allowed - Intent to Use Notice of Allowance Issued May 26, 2009	(Int'l Class: 30) Organic baked foods, namely, cookies, cakes, pies, biscuits and bread	Quadir Dawan (United States Citizen) 4354 Berkeley St. Chicago, Illinois 60653
COWBOYS OF FAITH COWBOYS OF FAITH	Registered November 13, 2007	(Int'l Class: 25) Clothing, namely t-shirts, polo shirts, knit shirts, sport shirts, sweat shirts, jackets, sweaters, sweat pants, sweat shorts, baseball caps, cap visors, knitted caps, boxer shorts, gym shorts, walking shorts, scarves, bandanas, and headbands	Prorodeo Films, Inc. (New York Corp.) 162 West 56 St #406 New York, New York 10019
HOUSTON COWBOY and Design 	Abandoned - Incomplete Response May 23, 2008	(Int'l Class: 32) Concentrated syrup used in the preparation of soft drinks and fruit drinks	Thai United Products Co., LTD. (California Corp.) 7/34 Moo 4, On-Nuch Road Prawet, Bangkok 10250 Thailand
HOUSTON COWBOY and Design	Registered October 7, 2008	(Int'l Class: 32) Concentrates, syrups or powders used in the preparation of soft drinks	Thai United Products Co., LTD. (Thailand Corp.) 7/34 Moo 4, On-Nuch Road Pranut Bangkok Thailand

Trademark	Status/Status Date	Brief Goods/Services	Owner
			
STAY WHERE THE COWBOYS PLAY! <small>STAY WHERE THE COWBOYS PLAY!</small>	Registered August 5, 2008	(Int'l Class: 41) Casinos; conducting and providing facilities for special events featuring casino and gaming contests and tournaments; entertainment in the nature of live concerts, theatrical and musical floor shows, dance halls and comedians; night clubs; providing casino facilities; providing a web site...	Boyd Gaming Corporation (Nevada Corp.) Attn: Mr. Lou Nunziata 6465 South Rainbow Boulevard, Building D Las Vegas, Nevada 89118
VAQUERO and Design 	Renewed 8 & 15 August 5, 2006	(Int'l Class: 29) Mexican foods; namely cheese and cream	Marquez Brothers International, Inc. (California Corp.) 5801 Rue Ferrari San Jose, California 95138
WRITE 'EM COWBOY <small>Write 'em Cowboy</small>	Registered October 13, 2009	(Int'l Class: 41) Providing an ongoing column in an online newspaper featuring sports	Ringolsby, Tracy L. (United States Citizen) P.O. Box 3050 Cheyenne, Wyoming 82003
CAJUN COWBOYS	LA: Registered January 27, 1999	(Int'l Class: 29, 33, 42) Meats and processed foods, wines and spirits (bar and grill)	Glenn's Mart, Grill & Deli, Inc. (Louisiana Corp.) 1312 Gum Cove Road Vinton, Louisiana 70668
CAROLINA COWBOYS and Design	NC: Registered March 10, 2000	(Int'l Class: 25) Clothing associated with a minor league football team, namely, shirts, sports shirts, tee shirts and hats	Williams & Williams Enterprises, LLC (North Carolina LTD. Liab. Jt. St. Co.) 3020-I Prosperity Church Road Charlotte, North Carolina 28269
COLORADO COWBOY	CO: Registered August 17, 1992	(Int'l Class: 30) Staple foods	Worby, David L. 21750 Saddlebrook Dr. Parker, Colorado 80134
COWBOY	WV: Registered February 29, 1956	(Int'l Class: 29, 30) Food	The Sterling Ranch, Andrew A. Rapits Charleston, West Virginia
COWBOY BRAND	MS: Registered August 18, 2000	(Int'l Class: 29, 30) Food products	Plantation Pride Products LLC (Mississippi LTD. Liab. Jt. St. Co.) 125 Lower Woodville Road, C123 Natchez, Mississippi 39120
COWBOY	AZ: Registered	(Int'l Class: 29, 30) Foods and	Kathleen Dalby

Trademark	Status/Status Date	Brief Goods/Services	Owner
BREAKFAST ROUNDS and Design	November 16, 1993	ingredients of foods	(Arizona Citizen) 1090 W. 5th Street #5 Tempe, Arizona 85281
COWBOY CAFE and Design 	MT: Renewed August 4, 2007	(Int'l Class: 29, 30) Food products	Montana Huckleberry Treasures Inc. (Montana Corp.) 1021 Wavery Street Missanda, Montana 59802
COWBOY GRUB	AZ: Registered January 12, 1998	(Int'l Class: 30) Gourmet food, salsa, sauces, etc.	Philip Hagadorn, Sr. (Arizona Citizen) 930 West 23rd Street, Suite 14 Tempe, Arizona 85282
COWBOY JOHN'S GRILLN' & DIPPIN' SAUCE and Design 	IA: Renewed October 31, 2006	(Int'l Class: 29, 30) Food	John Johnson P.O. Box 30052 Des Moines, Iowa 50310
COWBOY NACHOS	MT: Registered February 11, 2003	(Int'l Class: 29, 30) Food products	Mrpco, LLC (Montana Limited Liability Company) 145 Rawhide Ridge Road Bozeman, Montana 59718
COWBOYS BAR-B-Q	OK: Registered March 7, 1988	(Int'l Class: 29, 30) Foods and ingredients of foods	R. David Vanderford Muskogee, Oklahoma
COWBOYS CLUB	OK: Registered November 9, 2001	(Int'l Class: 35, 41, 42) Restaurant, food service, club, liquor club, beer sales on premises, entertainment center, concerts, banquets and catering service	Lester L. Cunningham and Horseshoe Jack's, Inc., Dba Cowboys Club (Oklahoma Corp.) 3034 N. Portland Oklahoma City, Oklahoma 73107
COWBOYS 'N' INDIANS BAR-B- QUE	OK: Registered November 9, 1995	(Int'l Class: 29) Smoked meats with other food dishes	Madeline Sue Norton (Oklahoma Citizen) P.O. Box 406 Lone Grove, Oklahoma 73443

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

OKLAHOMA STATE UNIVERSITY,	)	Opposition No. 91187908
)	
Opposer,	)	Application No. 77/383,001
)	
v.	)	Mark: COWBOYADE
)	
SUPER BAKERY, INCORPORATED,)	
)	
Applicant.)	

EXHIBIT B TO THE DECLARATION OF J. MATTHEW PRITCHARD

**THE COLLEGIATE LICENSING COMPANY
STANDARD RETAIL PRODUCT LICENSE AGREEMENT**

This is an Agreement between _____, a _____ organized under the laws of the state of _____, having a principal place of business at _____ ("Licensee"), and the Collegiate Licensing Company, a Georgia corporation, having a principal place of business at 290 Interstate North, Suite 200, Atlanta, Georgia 30339 ("CLC"), as agent on behalf of the Collegiate Institutions (as defined below).

WHEREAS, the individual Collegiate Institutions have authorized CLC as agent to administer their respective trademark licensing programs; and

WHEREAS, certain Collegiate Institutions have authorized CLC to enter into this Agreement on their behalf to license the use of certain Licensed Indicia (as defined below); and

WHEREAS, Licensee desires to manufacture, advertise, distribute and sell certain Licensed Articles (as defined below) containing the Licensed Indicia, and certain Collegiate Institutions, through CLC, are willing, subject to certain conditions, to grant this license.

NOW, THEREFORE, in consideration of the parties' mutual covenants and undertakings, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following respective meanings:

(a) "Collegiate Institutions" means the individual colleges, universities and other institutions represented by CLC, including any additions or deletions that may be made from time-to-time by CLC.

(b) "Licensed Indicia" means the names and identifying indicia of the Collegiate Institutions including, without limitation, the trademarks, service marks, trade dress, team names, nicknames, abbreviations, city/state names in the appropriate context, slogans, designs, colors, uniform and helmet designs, distinctive landmarks, logographics, mascots, seals and other symbols associated with or referring to the respective Collegiate Institutions. Licensed Indicia includes those shown in Appendix B, modifications of the Licensed Indicia approved for use by the Collegiate Institutions, and any other names or identifying indicia adopted and approved for use by the Collegiate Institutions.

(c) "Licensed Articles" means the products listed in Appendix C which contain Licensed Indicia.

(d) "Authorized Brands" means any additional brand names or labels Licensee may use in association with the Licensed Articles. Authorized Brands are listed in Appendix D.

(e) "Distribution Channels" means the channels of trade in which Licensee may advertise, distribute and sell the Licensed Articles in the Territory. The Distribution Channels authorized herein are indicated in Appendix D, which may also identify Distribution Channels that are not authorized in this Agreement. Licensee shall not advertise, distribute or sell Licensed Articles to any third party that Licensee knows or should reasonably know intends or is likely to advertise, redistribute or resell Licensed Articles outside the authorized Distribution Channels.

(f) "Territory" means the United States of America, its territories and possessions, and United States military bases abroad. Licensee shall not advertise, distribute or sell Licensed Articles outside the Territory, or to any person or entity that Licensee knows or should reasonably know intends or is likely to advertise, redistribute or resell Licensed Articles outside the Territory.

(g) "Net Sales" means the total gross sales of all Licensed Articles distributed or sold at the greater of Licensee's invoiced selling price or Licensee's regular domestic wholesale warehouse price, including the royalty amount, less lawful quantity trade discounts actually allowed and taken as such by customers and shown on the invoice, less any credits for returns actually made as supported by credit memoranda issued to customers, less sales taxes, and less prepaid transportation charges on Licensed Articles shipped by Licensee from its facilities to the purchaser. There shall be no other deductions allowed including, without limitation, deductions for direct or indirect costs incurred in the manufacturing, distributing, selling, importing or advertising (including cooperative and other advertising and promotional allowances) of the Licensed Articles, nor shall any deductions be allowed for non-collected or uncollectable accounts, commissions, cash or early payment discounts, close-out sales, distress sales, sales to employees, or any other costs.

(h) "Premiums" means any products, including Licensed Articles, bearing any Licensed Indicia featured alone or in combination with the indicia of any third party, that Licensee sells or gives away for the purposes of (i) promoting, publicizing or increasing the sale of its own products or services; or (ii) promoting, publicizing or increasing the sale of the products or services of any third party. Premiums include, without limitation, combination sales, incentives for sales force, and trade or consumer promotions such as sweepstakes.

2. GRANT OF LICENSE

(a) **Grant:** Upon execution of this Agreement, and subject to its terms and conditions, the Collegiate Institutions listed in Appendix A, through CLC, grant Licensee the nonexclusive, revocable, nontransferable rights to manufacture, advertise, distribute and sell the Licensed Articles listed in Appendix C, containing the Licensed Indicia shown in Appendix B, under the applicable Authorized Brands and in the Distribution Channels indicated in Appendix D, in the Territory, during the Term. Licensee shall exercise such rights in accordance with all CLC and Collegiate Institution guidelines, policies and requirements provided to Licensee, which shall be deemed part of the Agreement.

(b) **Rights Reserved:** Nothing in this Agreement shall be construed to prevent CLC or any Collegiate Institution from granting any other licenses or rights for use of the Licensed Indicia.

The Collegiate Institutions retain all rights to use and license their respective Licensed Indicia.

(c) Term: This Agreement shall begin effective as of last date of signature below and shall expire _____, unless terminated sooner or renewed in the manner provided in this Agreement.

(d) Renewal: Upon expiration, if Licensee has complied with all terms and conditions of this Agreement during the preceding Term or renewal period, Licensee shall be considered for renewal of this Agreement. Renewal is at the discretion of the individual Collegiate Institutions in consultation with CLC. Licensee recognizes and agrees that CLC and the Collegiate Institutions have no express or implied obligation to renew the Agreement. CLC and the Collegiate Institutions will have no liability to Licensee for any expenses incurred by Licensee in anticipation of any renewal of the Agreement.

(e) Limitations on License: This license is subject to the following limitations and obligations, as well as other limitations and obligations set forth in the Agreement:

(1) Licensee shall not use the Licensed Indicia for any purpose other than as authorized in this Agreement. Any proposed additions to the Licensed Articles and/or new designs shall be submitted in writing or via iCLC to CLC and samples shall be submitted to CLC for prior approval, as provided in Section 10. Licensee shall, upon notice by CLC, immediately recall any unauthorized products or designs from the marketplace, and destroy them or submit them to CLC, at CLC's option and at Licensee's expense.

(2) Licensee shall not use any brand names other than Authorized Brands in connection with the manufacture, advertising, distribution and sale of the Licensed Articles. CLC and the Collegiate Institutions shall have the right to remove or change any of the Authorized Brands during the Term.

(3) Licensee shall advertise, distribute and sell Licensed Articles only in the authorized Distribution Channels. CLC and the Collegiate Institutions shall have the right to determine whether a particular retail

account falls within a particular Distribution Channel. Unless specified in Appendix D, Licensee shall have no right to advertise, distribute or sell Licensed Articles directly to consumers.

(4) Licensee must receive CLC's prior written authorization to use any Distributor of any Licensed Article. A "Distributor" shall mean any party whose business includes purchasing manufactured products from any other third party and shipping such products to retailers without changing such products. Licensee will remain primarily obligated to CLC and the Collegiate Institutions under this Agreement notwithstanding CLC's approval of a Distributor and Licensee shall ensure that any approved Distributor complies with all applicable terms and conditions of the Agreement including, without limitation, providing such Distributor with instructions relating to the distribution of the Licensed Articles and the Distribution Channels for the Licensed Articles. If an approved Distributor engages in conduct that would be a default under the Agreement if Licensee engaged in such conduct, Licensee shall be deemed in default and shall fully

cooperate with CLC to ensure that such conduct ceases promptly.

(5) Licensee shall not provide any method of application of Licensed Indicia for any third party unless CLC authorizes Licensee to provide said application under the terms of an authorized manufacturer's or supplier's agreement.

(6) Licensee shall not contract with any domestic or foreign third party for the production of Licensed Articles or application of Licensed Indicia by that party ("Manufacturer") without CLC's prior written authorization. In the event that Licensee desires to have a Manufacturer produce one or more Licensed Article, or any component thereof, Licensee shall provide CLC with the name, address, telephone number and principal contact of the proposed Manufacturer. CLC must approve any Manufacturer, and the Manufacturer must execute an authorized manufacturer's or supplier's agreement provided by CLC prior to use of the Licensed Indicia. In addition, Licensee shall take the steps necessary to ensure the following: Manufacturer shall produce the Licensed Articles only as and when directed by Licensee, which remains fully responsible for ensuring that the Licensed Articles are manufactured in accordance with the terms herein including approval, labor code requirements and royalty payment; Manufacturer shall not advertise, distribute or sell Licensed Articles to any person or entity other than Licensee; and Manufacturer shall not delegate in any manner whatsoever its obligations with respect to the Licensed Articles. Licensee's failure to comply with this Section may result in termination of this Agreement and/or confiscation and seizure of Licensed Articles. CLC and the individual Collegiate Institutions hereby reserve the right to terminate the engagement of any Manufacturer at any time.

(7) Licensee shall comply, and ensure that all Manufacturers comply, with labor code and monitoring requirements as established by the respective Collegiate Institutions and as set forth in The Collegiate Licensing Company Special Agreement Regarding Labor Codes of Conduct, which is incorporated herein by reference. CLC shall give Licensee reasonable written notice of any changes in labor code requirements. Licensee, upon receipt of the notice, is responsible for complying with the new labor code requirements.

(8) Any Licensed Articles manufactured at a location outside of the United States shall be taken into the possession of Licensee prior to being distributed or sold in the Territory.

(9) Licensee shall have no right to delegate any responsibility to any Sublicensee of any Licensed Article without the prior written approval of CLC. A "Sublicensee" shall mean any third party that manufactures any Licensed Article, ships such product to retailers, and invoices retailers directly.

(10) Licensee shall not use any of the Licensed Articles as Premiums unless Licensee receives prior written authorization through CLC pursuant to a separate agreement with CLC. Licensee shall not provide Licensed Articles as Premiums to any third party whom Licensee knows or should reasonably know intends to use the Licensed Articles as Premiums.

(11) Licensee is not permitted, without the applicable Collegiate Institution's prior written authorization, to promote or market a Licensed Article by means of a direct mailing or any

other direct solicitation to a list of alumni, students, parents, athletic contributors, faculty or staff, or other group associated with the Collegiate Institution, regardless of how Licensee acquires such list.

(12) The National Collegiate Athletic Association (NCAA) rules prohibit the use of the name or likeness of any person who has current or remaining collegiate athletic eligibility on or in connection with the sale or promotion of any commercial product or service. In conducting activity under this Agreement, Licensee shall not encourage or participate in any activity that would cause an athlete or a Collegiate Institution to violate any such rule of the NCAA or other governing body of any intercollegiate athletic conference.

3. MARKETING EFFORTS / PERFORMANCE

(a) Marketing Efforts: Licensee recognizes that marketing efforts for Licensed Articles are important to the success of this program and Licensee, if requested, will assist CLC with such efforts by its participation.

(b) Performance: With respect to each of the Collegiate Institutions listed in Appendix A, Licensee shall manufacture, distribute, sell and maintain inventory of sufficient quantities of Licensed Articles to meet the reasonable market demand in the Distribution Channels.

4. SELECTION OF COLLEGIATE INSTITUTIONS

Prior to execution of this Agreement, Licensee requested a license for certain Collegiate Institutions. Appendix A lists those Collegiate Institutions that have approved Licensee's request for a license. Licensee may from time-to-time request the addition of Collegiate Institutions to this Agreement, as provided in Section 5(d).

5. MODIFICATION OF APPENDICES

(a) The Collegiate Institutions and their royalty charges listed in Appendix A, the Licensed Indicia shown in Appendix B, the Collegiate Institution policies including those in Appendix B-1, the Licensed Articles listed in Appendix C, the Authorized Brands and Distribution Channels indicated in Appendix D, and labor code requirements may be changed by CLC when and if such changes are directed by CLC and the Collegiate Institutions.

(b) Through periodic advisory bulletins or notices, including, without limitation, notification through online publications (e.g., iCLC) or via email, CLC will give Licensee written reasonable notice of any changes to appendices or policies. Licensee, upon receipt of the bulletins or notices, is responsible for distributing them promptly to the appropriate party(s) and complying with the modified appendices and policies.

(c) Licensee recognizes and agrees that certain changes to Appendices A, B, B-1, C, or D may affect Licensee's rights regarding certain Collegiate Institutions, Licensed Indicia, Licensed Articles, Authorized Brands or Distribution Channels. Licensee agrees that such rights shall cease on the effective date of the notice of such changes, in accordance with the terms of the notice. In

such event, those provisions of Section 17 regarding disposal of inventory shall become effective for the affected Collegiate Institutions, Licensed Indicia, Licensed Articles, Authorized Brands or Distribution Channels unless Licensee obtains written permission from the affected Collegiate Institutions concerned to continue to use the Licensed Indicia, or to manufacture, advertise, distribute or sell the Licensed Articles.

(d) Upon notification by CLC of the addition of a Collegiate Institution to the CLC program, or at any other time, Licensee may request in writing or through iCLC the addition of Collegiate Institutions to the Agreement. Any such addition will require an addendum to Appendix A. Such addendum will be fully executed only upon Licensee's completion of product and design approval requirements, as provided in Section 10.

6. PAYMENTS

(a) Rate: Licensee agrees that it shall pay to CLC the applicable royalty charges set forth adjacent to the respective Collegiate Institutions listed in Appendix A. Unless otherwise specified, the royalties paid ("Royalty Payments") shall be based upon Net Sales, as defined in Section 1(g), of all Licensed Articles sold during the Term and any renewal, and during any period allowed pursuant to Section 17.

(b) For purposes of determining the Royalty Payments, sales shall be deemed to have been made when Licensed Articles are billed, invoiced, shipped, or paid for, whichever occurs first.

(c) Advance Payments: Upon execution of this Agreement by Licensee, and upon any renewal, Licensee shall pay CLC, as a nonrefundable payment, the Advance Payments set forth in Appendix A. Upon renewal, the Advance Payments will be prorated, where applicable, as per CLC's written instructions. Licensee may apply the Advance Payments as credits against Royalty Payments and Minimum Guarantee payments (if applicable) due for the specific Collegiate Institutions, which credits shall expire no later than twenty (20) days after the expiration of the Term and any renewal period.

(d) Minimum Guarantee: Licensee shall pay CLC the Minimum Guarantee amounts (if applicable) set forth in Appendix A by no later than twenty (20) days after the end of the Term and any renewal period, unless specified otherwise in Appendix A.

(e) Administrative Fee: Upon execution of this Agreement by Licensee, and upon any renewal, Licensee shall pay CLC, as a non-refundable payment, the Administrative Fee set forth in Appendix A.

(f) Royalty Payments shall be paid by Licensee to CLC on all Licensed Articles (including, without limitation, any seconds, irregulars, etc. permitted pursuant to the provisions of Section 10(b) of this Agreement) distributed or sold by Licensee or any of its affiliated or subsidiary companies even if not billed or billed at less than the regular Net Sales price for such Licensed Articles, and payment shall be computed based upon the regular Net Sales price for such Licensed Articles distributed or sold to the trade by Licensee or, if such regular Net Sales pricing is not available, as determined by CLC's evaluation of comparable prices charged the trade for similar products.

(g) Distribution: In the event Licensee distributes or sells Licensed Articles at a special price directly or indirectly to itself, including without limitation, any affiliate or subsidiary of Licensee, to any other person, firm or corporation related in any manner to Licensee or its officers, directors or major stockholders, or through a Distributor (such distribution arrangements being subject to prior written approval by CLC), Licensee shall pay royalties with respect to such distribution or sales based upon the regular Net Sales price for such Licensed Articles distributed or sold to the trade by Licensee or, if such regular Net Sales pricing is not available, as determined by CLC's evaluation of comparable prices charged the trade for similar products.

(h) FOB Sales: If a customer of Licensee purchases Licensed Articles FOB the manufacturing source or participates in other arrangements which result in such customer paying less for the Licensed Articles than Licensee's regular selling price to the trade (such FOB Sales or other arrangements being subject to prior written approval by CLC), Licensee shall pay royalties with respect to such distribution or sales based upon the regular Net Sales price for such Licensed Articles distributed or sold to the trade by Licensee or, if such regular Net Sales pricing is not available, as determined by CLC's evaluation of comparable prices charged the trade for similar products.

(i) Multiple Royalties: CLC recognizes that Licensee may be a party to other license agreements which, together with this Agreement, would subject certain Licensed Articles to one or more additional royalty payments above and beyond the Royalty Payments. Royalty Payments required to be paid to CLC for Licensed Articles may be reduced only by mutually agreed upon amounts set forth in writing.

(j) Exempt Area: On or around certain Collegiate Institution campuses, certain accounts or areas may be exempt from the obligation to pay Royalty Payments for sales made and delivered by Licensee to customers located within the exempt area. If, however, Licensee charges royalties for such sales, then Royalty Payments are due and payable on such sales. Appendix B-1 lists those exemptions. CLC and the Collegiate Institutions reserve the right to add to or delete from Appendix B-1, and will notify Licensee of these changes in writing as provided in Section 5(b). Licensee shall be responsible for obtaining and documenting confirmation from CLC or a Collegiate Institution licensing official that a particular account is exempt.

7. ROYALTY STATEMENT AND PENALTIES

(a) On or before the twentieth (20th) day of each month, Licensee shall submit to CLC, in a format provided or approved by CLC, a full and complete statement, certified by an officer of the Licensee to be true and accurate, showing the quantity, description, and Net Sales (including itemization of any permitted deductions and/or exemptions) of the Licensed Articles distributed and/or sold during the preceding month, listed (i) by Collegiate Institution, (ii) by Licensed Article, (iii) by applicable Authorized Brand, and (iv) by Distribution Channel. Such report shall include any additional information kept in the normal course of business by the Licensee which is appropriate to enable an independent determination of the amount due hereunder with respect to each Collegiate Institution. All Royalty Payments then due CLC shall be made simultaneously with the submission of the statements. If no sales or use of the Licensed Articles were made during any reporting period for one or more Collegiate Institutions, Licensee shall provide CLC a written statement to that effect as part of the report.

(b) Licensee shall pay CLC an additional charge of one and one-half percent (1.5%) per month, compounded on a monthly basis, or the maximum rate allowed by law, if lower, on any payment due under the Agreement that remains unpaid after such payment becomes due.

(c) CLC's receipt or acceptance of any statements or Royalty Payments, or the cashing of any royalty checks, shall not preclude CLC from questioning the correctness thereof at any time. Upon discovery of any verifiable inconsistency or mistake in such statements or payments, Licensee shall immediately rectify such inconsistency or mistake.

(d) Licensee shall, unless otherwise directed in writing by CLC, send all payments and statements to CLC at the address set forth in the heading of this Agreement, or transmit the same via electronic format approved by CLC.

8. OWNERSHIP OF LICENSED INDICIA AND PROTECTION OF RIGHTS

(a) Licensee acknowledges and agrees that the respective Collegiate Institutions own each of their respective Licensed Indicia, modifications of the Licensed Indicia, as well as any other Licensed Indicia adopted for use by the Collegiate Institutions, that each of the Licensed Indicia is valid, and that each Collegiate Institution has the exclusive right to use each of its Licensed Indicia subject only to limited permission granted to Licensee to use the Licensed Indicia pursuant to this Agreement. Licensee acknowledges the validity of the state and federal registrations each Collegiate Institution owns, obtains or acquires for its Licensed Indicia. Licensee shall not, at any time, file any trademark application with the United States Patent and Trademark Office, or with any other governmental entity for the Licensed Indicia, regardless of whether such Licensed Indicia is shown in Appendix B. Licensee shall not use any of the Licensed Indicia or any similar mark as, or as part of, a trademark, service mark, trade name, fictitious name, company or corporate name anywhere in the world. Any trademark or service mark registration obtained or applied for that contains the Licensed Indicia or any similar mark shall be immediately transferred to the applicable Collegiate Institution without compensation.

(b) Licensee shall not oppose or seek to cancel or challenge, in any forum, including, but not limited to, the United States Patent and Trademark Office, any application or registration of the Licensed Indicia of any Collegiate Institution. Licensee shall not object to, or file any action or lawsuit because of, any use by the Collegiate Institutions of their Licensed Indicia for any goods or services, whether such use is by the Collegiate Institutions directly or through licensees or authorized users.

(c) Licensee recognizes the great value of the good will associated with the Licensed Indicia and acknowledges that such good will belongs to the Collegiate Institutions, and that such Licensed Indicia have inherent and/or acquired distinctiveness. Licensee shall not, during the term of this Agreement or thereafter, dispute or contest the property rights of the Collegiate Institutions, dispute or contest the validity of this Agreement, or use the Licensed Indicia or any similar mark in any manner other than as licensed hereunder.

(d) Licensee agrees to assist CLC in the protection of the rights of the Collegiate Institutions in and to the Licensed Indicia and shall provide, at reasonable cost to be borne by CLC and/or the Collegiate Institutions, any evidence, documents, and testimony concerning the use by Licensee of the Licensed Indicia, which CLC may request for use in obtaining, defending, or enforcing rights in any Licensed Indicia or related application or registration. Licensee shall notify CLC in writing of any infringements by others of the Licensed Indicia of which it is aware. CLC and the applicable Collegiate Institution shall have the right to determine whether any action shall be taken on account of any such alleged infringements. Licensee shall not institute any suit or take any action on account of any such alleged infringements without first obtaining the written authorization of CLC and the Collegiate Institutions. Licensee agrees that it is not entitled to share in any proceeds received by CLC or any Collegiate Institution (by settlement or otherwise) in connection with any formal or informal action brought by CLC, Collegiate Institutions or other entity.

(e) Nothing in this Agreement gives Licensee any right, title, or interest in the Licensed Indicia except the right to use the Licensed Indicia in accordance with the terms of this Agreement. Licensee's use of the Licensed Indicia shall inure to the benefit of the respective Collegiate Institutions.

(f) (1) Acknowledgment: Licensee acknowledges that any original designs, artwork or other compilations ("Works") created by it pursuant to this Agreement that contain the Licensed Indicia are "compilations" or "supplementary works" as those terms are used in Section 101 of the Copyright Act, and that the Works will be, and will be treated as having been, specially ordered or commissioned for use as a compilation or supplementary work rendered for, at the instigation and under the overall direction of the Collegiate Institutions; and therefore that all the work on and contributions to the Works by Licensee, as well as the Works themselves, are and at all times shall be regarded as "work made for hire" by the Licensee for the Collegiate Institutions. Without limiting the foregoing acknowledgment or subsequent assignment, Licensee further acknowledges that any rights that Licensee might have under this Agreement do not in any way dilute or affect the interests of the Collegiate Institutions in the Licensed Indicia or any derivatives thereof; nor permit Licensee to copy or use the Works or the Licensed Indicia, except as expressly permitted under this Agreement; nor to affix a copyright or trademark notice to any product bearing the Works or the

Licensed Indicia, except as expressly permitted under this Agreement.

(2) Assignment: Without curtailing or limiting the foregoing acknowledgment, Licensee assigns, grants and delivers (and agrees further to assign, grant and deliver) exclusively to the respective Collegiate Institutions, all rights, titles and interests of every kind and nature whatsoever in and to the Works, and all copies and versions, including all copyrights and all renewals. Licensee further agrees to execute and deliver to CLC and the Collegiate Institutions such other and further instruments and documents as CLC or the particular Collegiate Institutions from time-to-time reasonably may request for the purpose of establishing, evidencing and enforcing or defending the complete, exclusive, perpetual and worldwide ownership by such respective Collegiate Institutions of all rights, titles and interests of every kind and nature whatsoever, including all copyrights, in and to the Works, and Licensee appoints CLC as agent and attorney-in-fact, with full power of substitution, to execute and deliver such documents or instruments as Licensee may fail or refuse promptly to execute and deliver, this power and agency being coupled with an interest and being irrevocable.

(g) Licensee acknowledges that its breach or threatened breach of this Agreement will result in immediate and irreparable damage to CLC and/or the Collegiate Institutions and that money damages alone would be inadequate to compensate CLC and/or the Collegiate Institutions. Therefore, in the event of a breach or threatened breach of this Agreement by Licensee, CLC and/or the Collegiate Institutions may, in addition to other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or threatened breach or compelling specific performance. In the event of any breach or threatened breach of this Agreement by Licensee or infringement of any rights of the Collegiate Institutions, if CLC and/or the Collegiate Institutions employ attorneys or incur other expenses, Licensee shall reimburse CLC and/or the Collegiate Institutions for their reasonable attorney's fees and other expenses.

9. DISPLAY AND APPROVAL OF LICENSED INDICIA

(a) Licensee shall use the Licensed Indicia properly on all Licensed Articles, as well as labels, containers, packages, tags and displays (collectively "Packaging"), and in all print and online advertisements and promotional literature, and television and radio commercials promoting Licensed Articles (collectively "Advertising Materials"). On all visible Packaging and Advertising Materials, the Licensed Indicia shall be emphasized in relation to surrounding material by using a distinctive typeface, color, underlining, or other technique approved by CLC and the Collegiate Institutions. Any use of any Licensed Indicia shall conform to the requirements as specified in Appendix B. Wherever appropriate, the Licensed Indicia shall be used as a proper adjective, and the common noun for the product shall be used in conjunction with the Licensed Indicia. The proper symbol to identify the Licensed Indicia as a trademark (i.e., the ® symbol if the Licensed Indicia is registered in the United States Patent and Trademark Office or the ™ symbol if not so registered) and/or copyright legend (i.e., © [Date][Collegiate Institution]) shall be placed adjacent to each Licensed Indicia. Except when otherwise expressly authorized in writing by CLC, Licensee shall not use on any one Licensed Article or its Packaging the Licensed Indicia of more than one Collegiate Institution.

(b) CLC will provide to Licensee guidance on the proper use of the Licensed Indicia. A true representation or example of any proposed use by Licensee of any of the Licensed Indicia listed, in any visible or audible medium, and all proposed Licensed Articles, Packaging and Advertising Materials containing or referring to any Licensed Indicia, shall be submitted at Licensee's expense to CLC for written approval prior to such use, as provided in Section 10. Licensee shall not use any Licensed Indicia in any form or in any material disapproved or not approved by CLC.

(c) Licensee shall display on each Licensed Article or its Packaging and Advertising Materials the trademark and license notices required by CLC's written instructions in effect as of the date of manufacture.

10. PROCEDURE FOR APPROVAL

(a) Licensee understands and agrees that it is an essential condition of this Agreement to protect the standards and good reputations of the Collegiate Institutions, and agrees that the Licensed Articles, Packaging, Advertising Materials and/or designs containing the Licensed Indicia shall be of high and consistent quality, subject to the prior written approval and continuing supervision and control of CLC and the Collegiate Institutions. Licensee shall submit all Licensed Articles, Packaging, Advertising Materials and/or designs containing the Licensed Indicia to CLC in a timely fashion to ensure that CLC and the Collegiate Institutions have adequate time to review such materials prior to the date of their proposed use by Licensee, and Licensee must receive prior written quality control approval by CLC as provided herein.

(b) Prior to the manufacture, use, distribution or sale of any Licensed Article, Packaging, Advertising Materials and/or designs containing the Licensed Indicia, Licensee shall submit to CLC for approval, at Licensee's expense and in the format required by CLC, at least one sample of each proposed Licensed Article, Packaging, Advertising Materials and/or design for each Collegiate Institution and one sample for CLC as the same would be manufactured, used, distributed or sold. If CLC approves in writing or via iCLC the proposed Licensed Article, Packaging, Advertising Materials and/or design, the same shall be accepted to serve as an example of quality for that Licensed Article, Packaging, Advertising Materials and/or design, and production quantities may be manufactured by Licensee in strict conformity with the approved sample. All approvals provided herein are effective only for the Term or renewal period in which Licensee has submitted and CLC has approved the Licensed Articles, Packaging, Advertising Materials and/or designs, unless Licensee is otherwise notified in writing by CLC. Licensee shall not depart from the approved quality standards in any material respect without the prior written approval of CLC. Licensed Articles, Packaging, Advertising Materials and/or designs not meeting those standards, including seconds, irregulars, etc., shall not be distributed or sold under any circumstances without CLC's prior written authorization.

(c) Licensee may only use the Licensed Indicia as shown in Appendix B and approved in the manner set forth herein. Licensee may not modify the Licensed Indicia without the prior written approval of CLC as provided in Section 10(b) above. The use of the Licensed Indicia in conjunction with original artwork supplied by the Licensee requires the express approval of CLC as provided in Section 10(b) above. Licensee may submit sketches of proposed artwork for preliminary approval

before submitting finished samples.

(d) The descriptions of the Licensed Articles are set out in Appendix C. Licensee agrees to adhere strictly to the description of each Licensed Article.

(e) At time of renewal, or upon request by CLC at any other time, in addition to any other requirement, Licensee shall submit to CLC such number of each Licensed Article, Packaging, Advertising Materials and/or design manufactured, used, distributed or sold under the Licensed Indicia as may be necessary for CLC to examine and test to assure compliance with the quality and standards for Licensed Articles, Packaging, Advertising Materials and/or designs approved herein. Each item shall be shipped in its usual container or wrapper, together with all labels, tags, and other materials usually accompanying the item. Licensee shall bear the expense of manufacturing and shipping the required number of Licensed Articles, Packaging, Advertising Materials and/or designs to the destination(s) designated by CLC.

(f) If CLC notifies Licensee of any defect in any Licensed Article, Packaging, Advertising Materials and/or designs or of any deviation from the approved use of any of the Licensed Indicia, Licensee shall have fifteen (15) days from the date of notification from CLC to correct every noted defect or deviation. Defective Licensed Articles, Packaging, Advertising Materials and/or designs in Licensee's inventory shall not be used, distributed or sold and shall, upon request by CLC, be immediately recalled from the marketplace and destroyed or submitted to CLC, at CLC's option and at Licensee's expense. However, if it is possible to correct all defects in the Licensed Articles, Packaging, Advertising Materials and/or designs in Licensee's inventory, said items may be distributed or sold after all defects are corrected to the satisfaction of CLC, which shall be indicated in writing. CLC and/or its authorized representatives shall have the right at reasonable times without notice to inspect Licensee's plants, warehouses, storage facilities and operations related to the production of Licensed Articles.

(g) Licensee shall comply with all applicable laws, regulations, standards and procedures relating or pertaining to the manufacture, use, advertising, distribution or sale of the Licensed Articles. Licensee shall comply with the requirements, including reporting requirements, of any regulatory agencies (including, without limitation, the United States Consumer Product Safety Commission, Federal Trade Commission, or Food and Drug Administration) which shall have jurisdiction over the Licensed Articles. Both before and after Licensed Articles are put on the market, Licensee shall follow reasonable and proper procedures for testing Licensed Articles for compliance with laws, regulations, standards and procedures, and shall permit CLC and/or its authorized representatives, upon reasonable notice, to inspect its and its Manufacturer's testing, manufacturing and quality control records, procedures and facilities and to test or sample Licensed Articles for compliance with this Section. Licensed Articles found by CLC at any time not to comply with applicable laws, regulations, standards and procedures shall be deemed disapproved, even if previously approved by CLC, and shall not be shipped and/or shall be subject to recall unless and until Licensee can demonstrate to CLC's satisfaction that such Licensed Articles have been brought into full compliance.

(h) Licensee shall inform CLC in writing of any complaint regarding the Licensed

Articles promptly upon Licensee's receipt of such complaint.

(i) Any unauthorized or unapproved use by Licensee of any Licensed Indicia of any Collegiate Institution shall constitute grounds for immediate termination of this Agreement and also may result in action against Licensee for trademark infringement and/or unfair competition, other applicable claims, and collection of monetary damages.

11. DISPLAY OF OFFICIAL LABEL

(a) Licensee shall, prior to advertising, distribution or sale of any Licensed Article, affix to each Licensed Article, its Packaging and Advertising Materials an "Officially Licensed Collegiate Products" tag or label in the form prescribed by CLC ("Official Label"). In addition, Licensee shall affix Licensee's Authorized Brand(s) to each Licensed Article, its Packaging and Advertising Materials. It is acceptable for Licensee's Authorized Brand(s) to appear on the Official Label subject to prior written approval by CLC. Licensee shall obtain Official Labels from the supplier(s) authorized by CLC to provide those labels.

(b) Licensee is responsible for affixing the Official Label to each Licensed Article, its Packaging and Advertising Materials. Licensee shall not provide Official Labels to any third party for any purpose whatsoever, without prior written approval by CLC.

(c) Licensee agrees to defend, indemnify and hold harmless CLC, the Collegiate Institutions, and those Indemnified Parties set forth in Section 14(a) from all liability claims, costs or damages, including but not limited to any liability for the conversion or seizure of any of the Licensed Articles not containing the Official Label and/or Licensee's Authorized Brand(s) as required by this Section. This provision is in addition to and in no way limits Section 14.

(d) Licensee's purchase and use of the Official Label is contingent upon the Licensee maintaining its rights under this Agreement. Upon termination or expiration of this Agreement, subject to those provisions of Section 17 regarding disposal of inventory, Licensee must return all Official Labels to CLC for destruction. Licensee agrees that there will be no financial reimbursement to the Licensee by CLC, its agents, employees, or business partners for any unused Official Labels.

12. NO JOINT VENTURE OR ENDORSEMENT OF LICENSEE

Nothing in this Agreement shall be construed to place the parties in the relationship of partners, joint venturers or agents, and Licensee shall have no power to obligate or bind CLC or any Collegiate Institution in any manner whatsoever. Neither CLC nor any Collegiate Institution is in any way a guarantor of the quality of any product produced by Licensee. Licensee shall neither state nor imply, directly or indirectly, that the Licensee or its activities, other than under this license, are supported, endorsed or sponsored by CLC or by any Collegiate Institution and, upon the direction of CLC, shall issue express disclaimers to that effect.

13. REPRESENTATIONS

Licensee represents, warrants and agrees that the Licensed Articles, Packaging, Advertising Materials and/or designs shall (i) be of good quality in design, material and workmanship and suitable for their intended purpose, (ii) not cause harm when used with ordinary care, and (iii) not infringe or violate the rights of any third party. Licensee further represents, warrants and agrees that all work on and contribution to the Works shall be by bona fide "employees" of Licensee working "within the scope of employment" as those terms are used in 17 U.S.C. § 101, et. seq. Each party represents and warrants that it has the right and authority to enter into and perform under this Agreement.

14. INDEMNIFICATION AND INSURANCE

(a) Licensee is solely responsible for, and will defend, indemnify and hold harmless CLC, the Collegiate Institutions, and their respective officers, agents, and employees (collectively "Indemnified Parties") from any claims, demands, causes of action or damages, including reasonable attorney's fees, arising out of (i) any unauthorized use of or infringement of any patent, copyright, trademark or other proprietary right of a third party by Licensee in connection with the Licensed Articles, Packaging, Advertising Materials and/or designs covered by this Agreement, (ii) defects or alleged defects or deficiencies in said Licensed Articles, Packaging, Advertising Materials and/or designs or the use thereof, (iii) false advertising, fraud, misrepresentation or other claims related to the Licensed Articles, Packaging, Advertising Materials and/or designs not involving a claim of right to the Licensed Indicia, (iv) the unauthorized use of the Licensed Indicia or any breach or alleged breach by Licensee of any of its representations, warranties, covenants or obligations contained in this Agreement, (v) libel or slander against, or invasion of the right of privacy, publicity or property of, or violation or misappropriation of any other right of any third party, and/or (vi) agreements or alleged agreements made or entered into by Licensee to effectuate the terms of this Agreement. The indemnifications hereunder shall survive the expiration or termination of this Agreement.

(b) Prior to the first sale or distribution of any Licensed Article, or use of the Licensed Indicia, Licensee shall obtain from an insurance carrier having a rating of at least A-7 by the A.M. Best & Co. or other rating satisfactory to CLC, and thereafter maintain, Commercial General Liability insurance, including product, advertising and contractual liability insurance. Licensee's insurance coverage shall provide adequate protection for the Indemnified Parties as additional insured parties on Licensee's policy against any claims, demands, or causes of action and damages, including reasonable attorney's fees, arising out of any of the circumstances described in Section 14(a) above. Such insurance policy shall not be canceled or materially changed in form without at least thirty (30) days written notice to CLC. Prior to the first sale or distribution of any Licensed Article, or use of the Licensed Indicia, Licensee shall furnish CLC a certificate of such insurance and endorsements in the form prescribed by CLC. Licensee agrees that such insurance policy or policies shall provide coverage of one million dollars (\$1,000,000) for personal and advertising injury, bodily injury and property damage arising out of each occurrence, or Licensee's standard insurance policy limits, whichever is greater. However, recognizing that the aforesaid amounts may be inappropriate with regard to specific classes of goods, it is contemplated that CLC may require reasonable adjustment to the foregoing amounts. Any adjustment must be confirmed in writing by CLC.

15. RECORDS AND RIGHT TO AUDIT

(a) Licensee shall keep, maintain and preserve at its principal place of business during the Term, any renewal periods and at least three (3) years following termination or expiration, complete and accurate books, accounts, records and other materials covering all transactions related to this Agreement in a manner such that the information contained in the statements referred to in Section 7 can be readily determined including, without limitation, customer records, invoices, correspondence and banking, financial and other records in Licensee's possession or under its control. CLC and/or its authorized representatives shall have the right to inspect and audit all materials related to this Agreement regarding any Collegiate Institution represented by CLC, which right to inspect and audit shall include the conduct of normal audit tests of additional Licensee records including those covering "non-licensed" sales to verify that they are not sales covered by this Agreement. In addition to the materials required by normal accounting practices, Licensee must retain detail of Licensed Article sales to the invoice number level for audit purposes, and invoices must indicate the Collegiate Institution name beside each Licensed Article. Licensee will provide CLC and/or its authorized representatives the above-referenced invoice detail information in an Excel CD-ROM or disk format.

(b) Such materials shall be available for inspection and audit (including photocopying) at any time during the Term, any renewal periods and at least three (3) years following termination or expiration during reasonable business hours and upon at least five (5) days notice by CLC and/or its representatives. Licensee will cooperate and will not cause or permit any interference with CLC and/or its representatives in the performance of their duties of inspection and audit. CLC and/or its representatives shall have free and full access to said materials for inspection and audit purposes. Licensee shall pay CLC the amount of any additional costs beyond the cost of the originally scheduled audit incurred by CLC (i) due to a change in a scheduled audit date, which change is made at Licensee's request and approved by CLC, or (ii) if Licensee's books and records are not organized and/or available for audit.

(c) Following the conduct of the audit, Licensee shall take immediate steps to timely resolve all issues raised therein, including payment of any monies owing and due. Should an audit indicate either (i) an underpayment of five percent (5%) or more, or (ii) an underpayment of \$5,000 or more, of the monies due CLC, the cost of the audit shall be paid by Licensee. Payment of any audit costs is in addition to the full amount of any underpayment including late payment charges as provided in Section 7(b). Without prejudice to the rights set forth in Section 16 below, Licensee must cure any contract breaches discovered during the audit, provide amended reports if required, and submit the amount of any underpayment including late payment charges and, if applicable, the cost of the audit and/or cancellation fees within fifteen (15) days from the date Licensee is notified of the audit result.

16. DEFAULT; CORRECTIVE ACTIONS; TERMINATION

(a) Licensee's failure to fully comply with each provision of the Agreement, including but not limited to Licensee's failure to perform as required or breach of any provision, shall be

deemed a default under the Agreement. Upon default, CLC and the individual Collegiate Institutions may require the Licensee to take action to correct such default for such Collegiate Institutions. In the event that Licensee is required to take corrective action, CLC and the Collegiate Institutions shall determine the corrective action that Licensee will be required to take for such failure to perform or breach commensurate with the scope and history of Licensee's past performance. Such action may include, without limitation, requiring Licensee to adopt remedial accounting and reporting measures; requiring Licensee to conduct an internal audit; requiring Licensee to train its personnel or permitting CLC to assist therein at Licensee's expense; and requiring Licensee to discontinue the manufacture, advertising, distribution and sale of certain products bearing the Licensed Indicia. Additionally, in the event any default by Licensee results in damages to CLC or the Collegiate Institutions in an amount that would be difficult or impossible to ascertain (including, without limitation, sales of products bearing the Licensed Indicia that have not been approved pursuant to Section 10, sales of Licensed Articles without labeling as required in Section 11, etc.), then CLC and the Collegiate Institutions shall be entitled to receive compensation for damages in an amount to be determined by CLC in consultation with the Collegiate Institutions. The amount of such compensation payable pursuant to this provision shall not be less than an amount equivalent to the greater of the Advance Payment or \$100, per occurrence, for each affected Collegiate Institution; provided, however, that nothing contained herein shall limit CLC's or the Collegiate Institutions' rights under this Agreement, in law, in equity or otherwise, including, without limitation, the amount of damages CLC or the Collegiate Institutions may be entitled to. If damages are assessed against the Licensee pursuant to this provision, then Licensee's ability to continue to operate under this Agreement shall be contingent upon payment of such damages in the time allowed by CLC and the Collegiate Institutions.

(b) In addition to the right to require corrective action for default as set forth in Section 16(a), CLC and the individual Collegiate Institutions shall have the right to terminate this Agreement without prejudice to any other rights under this Agreement, in law, in equity or otherwise, upon written notice to Licensee at any time should any of the following occur, which shall also be deemed defaults under the Agreement:

(1) Licensee has not begun the bona fide manufacture, distribution, and sale of Licensed Articles within one (1) month of the date of approval of the samples of Licensed Articles.

(2) Licensee fails to continue the bona fide manufacture, distribution, and sale of Licensed Articles during the Term. If, during any calendar quarter of the Term, Licensee fails to sell any of the Licensed Articles or fails to sell any Licensed Articles for a particular Collegiate Institution, CLC may terminate this Agreement with respect to said Licensed Article or Collegiate Institution.

(3) Licensee fails to make any payment due or fails to deliver any required statement.

(4) The amounts stated in the periodic statements furnished pursuant to Section 7 are significantly or consistently understated.

(5) Licensee fails to generate royalties during the Term or any renewal period that meet or exceed the amount of the Advance Payments and Minimum Guarantee amounts as provided in Section 6 and Appendix A.

(6) Licensee fails to make available its premises, records or other business information for any audit or to resolve any issue raised in connection with any audit, as required in Section 15.

(7) Licensee fails to pay its liabilities when due, or makes any assignment for the benefit of creditors, or files any petition under any federal or state bankruptcy statute, or is adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if any trustee in bankruptcy shall be appointed under the laws of the United States government or the several states.

(8) Licensee attempts to grant or grants a sublicense or attempts to assign or assigns any right or duty under this Agreement to any person or entity without the prior written authorization of CLC.

(9) Licensee distributes or sells any Licensed Articles outside the authorized Distribution Channels for such Licensed Articles, or distributes or sells any Licensed Articles to any third party that Licensee knows or should reasonably know intends to distribute or sell such Licensed Articles outside the authorized Distribution Channels for such Licensed Articles.

(10) Licensee distributes or sells any Licensed Articles outside the Territory or distributes or sells any Licensed Articles to a third party that Licensee knows or should reasonably know intends to distribute or sell such Licensed Articles outside the Territory.

(11) If an entity acquires in a single transaction or through a series of transactions more than fifty percent (50%) ownership or controlling interest in Licensee.

(12) Licensee or any related entity manufactures, distributes or sells any product infringing or diluting the trademark, property or any other right of any Collegiate Institution or any other party.

(13) Licensee fails to deliver to CLC and maintain in full force and effect the insurance referred to in Section 14(b).

(14) CLC, a Collegiate Institution, or any governmental agency or court of competent jurisdiction finds that the Licensed Articles are defective in any way, manner or form.

(15) Any monitoring agency authorized by a Collegiate Institution determines that Licensee is in violation of the labor code adopted by that Collegiate Institution, and Licensee fails to effectively remediate said violation for that Collegiate Institution within a time period that is reasonable with respect to the nature and extent of the violation.

(16) Licensee commits any act or omission that damages or reflects unfavorably, embarrasses or otherwise detracts from the good reputation of any Collegiate Institution.

(17) Licensee manufactures, distributes or sells Licensed Articles of quality lower than the samples approved, or manufactures, distributes, sells or uses Licensed Articles or Licensed Indicia in a manner not approved or disapproved by CLC.

(18) Licensee fails to affix to each Licensed Article, its Packaging and Advertising Materials an Official Label and Authorized Brand in the manner provided in Section 11.

(19) Licensee commits a default under any other provision of this Agreement, and fails to cure such default within fifteen (15) days of written notice from CLC.

(c) CLC shall have the right to terminate this Agreement upon written notice to Licensee without cause with respect to a particular Collegiate Institution in the event that said Collegiate Institution directs CLC to terminate this Agreement. This termination shall be without prejudice to any other rights CLC may have, whether under the provisions of this Agreement, in law, in equity or otherwise.

(d) The entire unpaid balance of all Royalty Payments and other amounts owing and due under this Agreement shall immediately become due and payable upon termination.

17. EFFECT OF EXPIRATION OR TERMINATION; DISPOSAL OF INVENTORY

(a) Effect of Expiration or Termination: After expiration or termination of this Agreement for any reason, Licensee shall immediately discontinue the manufacture, advertising, use, distribution and sale of all Licensed Articles, Packaging and Advertising Materials, the use of all Licensed Indicia, and all similar marks, except as provided in Section 17(b), or unless expressly authorized in writing by CLC or the applicable Collegiate Institution. Until payment to CLC of any monies due it, CLC shall have a lien on any units of Licensed Articles not then disposed of by Licensee and on any monies due Licensee from any jobber, wholesaler, distributor, or other third parties with respect to sales of Licensed Articles.

(b) Disposal of Inventory: After expiration or termination of this Agreement for any reason, Licensee shall have no further right to manufacture, advertise, use, distribute or sell Licensed Articles, Packaging or Advertising Materials utilizing the Licensed Indicia, but may continue to distribute its remaining inventory of Licensed Articles in existence at the time of expiration or termination for a period of sixty (60) days; provided, however, that Licensee has delivered all statements (including Final Statement) and payments then due, that during the disposal period Licensee shall deliver all statements and payments due in accordance with Section 7, that Licensed Articles are sold at Licensee's regular Net Sales price and within the Distribution Channels, and that Licensee shall comply with all other terms and conditions of this Agreement. Notwithstanding the foregoing, Licensee shall not manufacture, advertise, use, distribute or sell any Licensed Articles, Packaging or Advertising Materials after the expiration or termination of this Agreement because of: (i) departure of Licensee from the quality and style approved by CLC under this Agreement, (ii)

failure of Licensee to obtain product or design approval, or (iii) a default under Section 16.

18. FINAL STATEMENT

Upon expiration or termination of this Agreement for any reason, or at any other time upon request by CLC or the Collegiate Institutions, Licensee shall furnish to CLC a statement showing the number and description of Licensed Articles on hand or in process. Following such expiration or termination, including inventory disposal period, if allowed, CLC may request Licensee to either (i) surrender unsold Licensed Articles, Packaging and Advertising Materials, as well as dies, molds and screens used to manufacture such Licensed Articles and Packaging, or (ii) destroy all such remaining unsold materials, certifying their destruction to CLC and specifying the number of each destroyed. CLC and/or its authorized representatives reserve the right to conduct physical inventories to ascertain or verify Licensee's compliance with the foregoing.

19. SURVIVAL OF RIGHTS

The terms and conditions of this Agreement necessary to protect the rights and interests of CLC and the Collegiate Institutions, including, without limitation, Licensee's obligations under Sections 8, 13, 14 and 15, shall survive the termination or expiration of this Agreement. The terms and conditions of this Agreement providing for any other activity following the effective date of termination or expiration of this Agreement shall survive until such time as those terms and conditions have been fulfilled or satisfied.

20. NOTICES

All notices and statements to be given and all payments to be made, shall be given or made to the parties at their respective addresses set forth herein, unless notification of a change of address is given in writing. Unless otherwise provided in the Agreement, all notices shall be sent by certified mail, return receipt requested; facsimile, the receipt of which is confirmed by confirmation document; email, confirmed by email receipt confirmation notice; or nationally recognized overnight delivery service that provides evidence of delivery, and shall be deemed to have been given at the time they are sent.

21. CONFORMITY TO LAW AND POLICY

(a) Licensee shall comply with such guidelines, policies, and requirements as CLC may give written notice from time-to-time including, without limitation, guidelines, policies and/or requirements contained in periodic CLC bulletins or notices.

(b) Licensee undertakes and agrees to obtain and maintain all applicable permits and licenses at Licensee's expense.

(c) Licensee shall pay all federal, state and local taxes due on or by reason of the manufacture, distribution or sale of the Licensed Articles.

22. SEVERABILITY

The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23. NON-ASSIGNABILITY

This Agreement is personal to Licensee. Neither this Agreement nor any of Licensee's rights shall be sold, transferred or assigned by Licensee without CLC's prior written approval, and no rights shall devolve by operation of law or otherwise upon any assignee, receiver, liquidator, trustee or other party. Subject to the foregoing, this Agreement shall be binding upon any approved assignee or successor of Licensee and shall inure to the benefit of CLC, its successors and assigns.

24. ENTIRE AGREEMENT / NO WAIVER

Unless otherwise specified herein, this Agreement or any renewal, including appendices, constitutes the entire agreement and understanding between the parties and cancels, terminates, and supersedes any prior agreement or understanding, written or oral, relating to the subject matter hereof between Licensee, CLC and the Collegiate Institutions. There are no representations, promises, agreements, warranties, covenants or understandings other than those contained herein. None of the provisions of this Agreement may be waived or modified, except expressly in writing signed by both parties. However, failure of either party to require the performance of any term in this Agreement or the waiver by either party of any breach shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

25. COLLEGIATE INSTITUTION RIGHT TO ENFORCE

Each Collegiate Institution is entitled to enforce its rights in the Licensed Indicia and the terms of this Agreement directly against the Licensee; and each Collegiate Institution is entitled to all the rights and remedies available under this Agreement.

26. MISCELLANEOUS

When necessary for appropriate meaning, a plural shall be deemed to be the singular and singular shall be deemed to be the plural. The attached appendices are an integral part of this Agreement. Section headings are for convenience only and shall not add to or detract from any of the terms or provisions of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia, which shall be the sole jurisdiction for any disputes. This Agreement shall not be binding on CLC until signed by CLC as agent on behalf of the Collegiate Institutions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the last date of signature below.

LICENSEE:

By: _____ [Seal]
(Signature of officer, partner, or person duly authorized to sign)

Title: _____

Date: _____

THE COLLEGIATE LICENSING COMPANY, as agent on behalf of the Collegiate Institutions

By: _____
(Signature of person duly authorized to sign)

Title: _____

Date: _____

OKLAHOMA STATE UNIVERSITY is the owner of all rights, title and interest in and to the following Indicia, which includes trademarks, service marks, trade names, designs, logos seals and symbols.

PAGE 1
AUGUST 1, 2006

NOTE: The marks of Oklahoma State University are controlled under a licensing program administered by The Collegiate Licensing Company. Any use of these marks will require written approval from The Collegiate Licensing Company.

In addition to the Indicia shown above, any Indicia adopted hereafter and use or approved for use by OKLAHOMA STATE UNIVERSITY shall be deemed to be additions to the Indicia as though shown above and shall be subject to the terms and conditions of the Agreement.

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OKLAHOMA STATE UNIVERSITY is the owner of all rights, title and interest in and to the following Indicia, which includes trademarks, service marks, trade names, designs, logos seals and symbols.

PAGE 2
AUGUST 1, 2008

VERBIAGE	GENERAL INFORMATION
Oklahoma State University ®	ESTABLISHED DATE:
Oklahoma State ®	1890
OSU ®	LOCATION: WATER, OK
Cowboys™	MASCOT:
Cowgirls™	COWBOYS / COWGIRLS
OSU ® Cowboys	MASCOT NICKNAME:
	PISTOL PETE

WORDMARKS	OSU ALPHABET
OKLAHOMA STATE ²⁵	25
COWBOYS ²⁶	26
COWGIRLS ²⁷	27
OSU ALPHABET	INSTITUTIONAL NOMENCLATURE
ABCEDEFGH IJKLMNOPQ RSTUVWXYZ 0123456789	28 OKLAHOMA STATE UNIVERSITY
	29 OKLAHOMA STATE UNIVERSITY ³⁰
	30 OKLAHOMA STATE UNIVERSITY ³¹ May also be used in white on a dark background
	31 THE STATE'S UNIVERSITY May also be used in all black on a light background and all white on a dark background

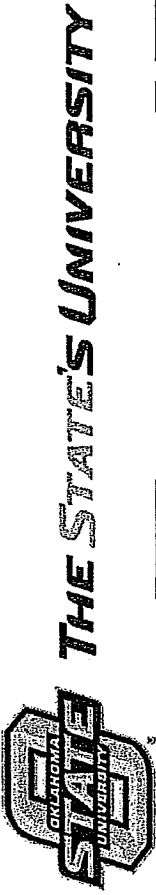
	Yes	No	Restrictions
• University seal permitted on products for resale:	—	X	—
• Alterations to seal permitted:	—	X	—
• Overlaying / intersecting graphics permitted with seal:	—	X	—
• University licenses consumables:	X	—	—
• University licenses health & beauty products:	X	—	—
• University permits numbers on products for resale:	X	—	—
• Mascot caricatures permitted:	X	—	—
• Cross licensing with other marks permitted:	—	—	—
• NO USE of current player's name, image, or likeness is permitted on commercial products in violation of NCAA rules and regulations.	—	—	—
• NO REFERENCES to alcohol, drugs, or tobacco related products may be used in conjunction with University marks.	—	—	—
• Pistol Pete always needs letters "OSU" down his left chap.	—	—	—
• Must use PMS 166 Orange and PMS 151 Orange Light Orange.	—	—	—
• "State" must be spelled out. cannot be abbreviated.	—	—	—

COLOR INFORMATION			
<p>You must use the approved university colors as the "PANTONE" colors listed on this page. The colors on this page are not intended to match the PANTONE color standards, for the PANTONE color standards, refer to the current editions of the PANTONE color publications. *PANTONE® is a registered trademark of PANTONE, Inc.</p>			
SCHOOL COLORS	PANTONE COLORS	THREAD COLORS	
OSU ORANGE	PANTONE 166	MADEIRA 1378	GS/SULKY 1246
OSU LIGHT ORANGE	PANTONE 151	MADEIRA 1278	GS/SULKY 1168
OSU SILVER	PANTONE COOL GRAY 5	MADEIRA 1118	GS/SULKY 1219
OSU BLACK	PANTONE PROCESS BLACK	BLACK	BLACK
WHITE	WHITE	WHITE	WHITE
OSU ORANGE	OSU ORANGE	OSU SILVER	OSU BLACK

NOTE: The marks of Oklahoma State University are controlled under a licensing program administered by The Collegiate Licensing Company. Any use of these marks will require written approval from The Collegiate Licensing Company.

In addition to the Indicia shown above, any Indicia adopted hereafter and use or approved for use by OKLAHOMA STATE UNIVERSITY shall be deemed to be additions to the Indicia as though shown above and shall be subject to the terms and conditions of the Agreement.

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Licensing Information

Oklahoma State University benefits from public recognition of its name, symbols, logos, and other identifying marks. These marks give a unifying image, which is critical to establishing a visual presence within the world of university communities. This image becomes identified with the quality of OSU's programs, products, and services and distinguishes its programs from other universities.

Oklahoma State University has registered the names, logos, and trademarks of the university with the Patent and Trademark Office of the United States as well as the Oklahoma Secretary of State. Products bearing those marks and distributed for resale or used for other promotional purposes are subject to the licensing policies of the University. The University has delegated the responsibility for administration of these policies to the Office of Trademarks and Licensing located in the Office of the Legal Counsel.

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The University's rights to its marks are governed by federal, state, and common laws. These laws place an obligation on the University to avoid consumer confusion and require that the use of any marks be monitored to avoid losing exclusive control.

The mission of the Office of Trademarks and Licensing is to insure (1) proper use of those trademarks, service marks, logos, and insignias that have come to be associated with Oklahoma State University; (2) generate income to support and enhance the scholastic missions of Oklahoma State University; and (3) protect the university's reputation, good name and image by permitting only appropriate uses and assuring that only quality products bear the institution's name, initials or marks.

OSU Licensee Listings

Current OSU Licensee List - Alphabetical List (as of 1/2009)

Current OSU Licensee List - By Product Category (as of 1/2009)

Rules for the use of OSU's trademarks

Departments of the University ordering merchandise from outside vendors bearing a registered (or common law) trademark, trade name, service mark, or logo of Oklahoma State University must secure approval, in writing, by the Office of Trademarks and Licensing.

Recognized and registered student organizations may use the marks in connection with their mission as a student organization at Oklahoma State University for their own internal consumption. Items bearing the marks of the University which are to be used in fundraising projects will be assessed the appropriate royalty fees.

The Office of Trademarks and Licensing has established licensed agreements with a number of suppliers who provide a variety of products. A complete list of

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all current licensees may be obtained by contacting the University's Licensing Director. Departments or student groups seeking a supplier should first review this list to determine if the required items may be obtained from one of the current licensees. Only officially licensed vendors will be approved to produce merchandise bearing the Oklahoma State University marks.

Merchandise produced without written authorization may be considered "counterfeit" and subject to all available legal remedies, including seizure of the merchandise, in accordance with the Trademark Anti-Counterfeiting Act, Title 21, Section 1990 of the Oklahoma Statutes.

The names and marks of Oklahoma State University will not be used in the promotion of alcohol, tobacco, illegal or "recreational" drug products, profanity, racist, sexist, hateful, demeaning language or sexual acts. Incorporation of trademarks or copyrights not owned by the University is not permitted, unless written permission for such use is obtained by the Director of Trademarks and Licensing from the mark or copyright owner.

The University marks are to be used only in the form registered, including the appropriate trademark designation, and may not be otherwise altered without the expressed authorization of the Office of Trademarks and Licensing.

University marks may not be used to endorse or promote commercial ventures, private promotions, or for organizations or programs not directly sponsored by the University. Special considerations for such use may be made by a formal request to the Office of Trademarks and Licensing for approval by the President of the University or his/her designee. See Oklahoma State University Policy and Procedure Letter 1-0103, Use of the University Name.

Permission to use the University's marks to be incorporated into private websites must be granted by the Office of Trademarks and Licensing. No objectionable links will be allowed to be placed in the website that contains the University's marks. A disclaimer must be inserted at the bottom of the opening page of any website containing the University's marks that there is no official affiliation or endorsement granted by Oklahoma State University.

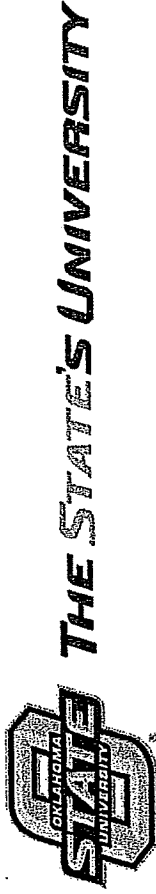
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Contact the Office of Trademarks and Licensing

For more information regarding the use of OSU's trademarks, call Judy Barnard, Director of Trademarks and Licensing, 405 744 6494 or e-mail Barnard@okstate.edu.

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Primary Logo

Oklahoma State University identity elements and "spirit" marks are only for use by the University's academic and athletic departments and university-sanctioned sports and spirit organizations. OSU's athletic spirit marks include the brand, the burning brand, the "O" series and the Pistol Pete image and mascot. The athletic logos should never be used in place of the primary OSU logo and nomenclature in any academic application. Athletic logos should never be used to promote non-athletic related activities or entities.

While the primary logo is to be used for all OSU units, events or activities, the OSU brand and the "O" series wordmarks are the preferred identity marks for OSU Athletics. Official OSU materials must have at least one of the preferred marks. Athletic marks should never be used with the primary university mark. The Pistol Pete image may be used in addition to a preferred mark.

The logos may be sized appropriately for the specific use, even so, care should be taken that the proportions are not altered. The OSU light orange color is only to be used as the accent to the standard orange. All logo and marks must be reproduced from official artwork available through the University Marketing office or the Office of Trademark Licensing.

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Four-color process version preferred for all applications.



Black-and-white screened version preferred for all applications.



Single-color version is appropriate when screen version is not suitable.

Single-color version is also suitable for small applications of three-quarter inch or smaller.

Download

A word about file formats:

JPEG is a pixel-based format best suited for image-presentation applications. While JPG files can be reduced without much degradation of the image, they enlarge very poorly. Encapsulated Post Script (EPS) is a vector-based format. Images in this format enlarge and reduce cleanly. EPS however, is best suited in a publishing environment and will require software that accepts this file format. In either case, review your application's user guide to choose the best file format for your needs.

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Primary OSU logo	EPS Color	EPS 2-Color	EPS Black	JPEG Color	JPEG B/W
Small primary OSU logo	EPS Color	EPS 2-Color	EPS Black	JPEG Color	JPEG B/W

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OSU 00047



THE STATE'S UNIVERSITY

Athletic Logos and Spirit Marks

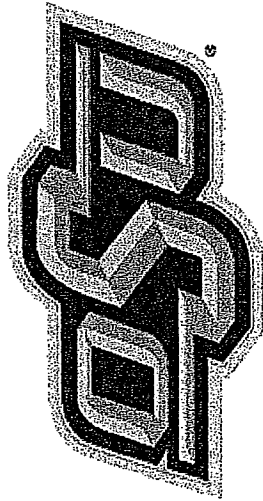
Oklahoma State University identity elements and "spirit" marks are only for use by the University's academic and athletic departments and university-sanctioned sports and spirit organizations. OSU's athletic spirit marks include the brand, the burning brand, the "O" series and the Pistol Pete image and mascot. The athletic logos should never be used in place of the primary OSU logo and nomenclature in any academic application. Athletic logos should never be used to promote non-athletic related activities or entities.

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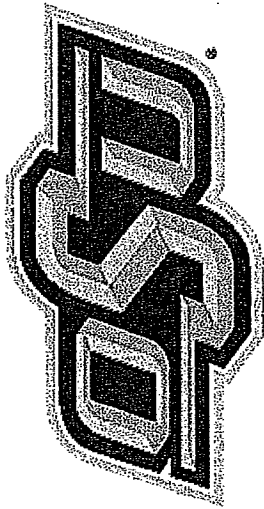
The logos may be sized appropriately for the specific use, even so, care should be taken that the proportions are not altered. The OSU light orange color is only to be used as the accent to the standard orange.

All logo and marks must be reproduced from official artwork available through the University Marketing office or the Office of Trademark Licensing. Electronic files of official logos, wordmarks and nomenclature can be downloaded at http://osu.okstate.edu/osu_id. For silkscreen, embroidery, specialty items and related uses, contact the Office of Trademark Licensing.

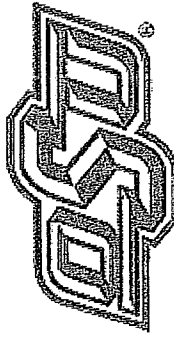
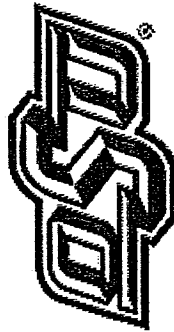
OSU 00048



Four-color process version preferred for all applications.



Black-and-white screened version preferred for all applications.



Single-color version is appropriate when screen version is not suitable.

Single-color version is also suitable for small applications of three-quarter inch or smaller.

Download

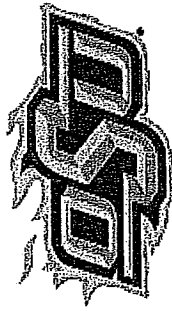
A word about file formats:

JPEG is a pixel-based format best suited for image-presentation applications. While JPG files can be reduced without much degradation of the image, they enlarge very poorly. Encapsulated Post Script? (EPS) is a vector-based format. Images in this format enlarge and reduce cleanly. EPS however, is best suited in a publishing environment and will require software that accepts this file format. In either case, review your application's user guide to choose the best file format for your needs.

OSU 00049

Athletic logo	EPS Color	EPS B/W	EPS 2 Color	JPEG Color	JPEG B/W
Small Athletic logo	EPS Color	EPS B/W	EPS 2 Color	JPEG Color	JPEG B/W

Other Athletic Logos



OSU Secondary Athletic Mark Flame

Flaming OSU is a registered trademark that symbolizes OSU's Athletic department. It is intended as a spirit symbol for informal, alumni, athletic or fundraising purposes, not for University publications.

EPS file: Color | B/W

JPG file: Color | B/W



OSU Secondary Athletic Mark Word Mark

The Word Mark is a registered trademark that symbolizes OSU's Athletic department. It is intended as a spirit symbol for informal, alumni, athletic or fundraising purposes, not for University publications.

OSU 00050

EPS file: **Color** | **B/W**

JPG file: **Color** | **B/W**

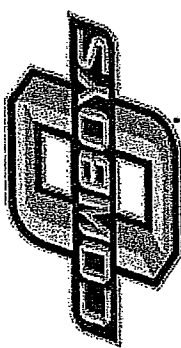


O-State Mark

O-State is a registered trademark that symbolizes OSU's Athletic department. It is intended as a spirit symbol for informal, alumni, athletic or fundraising purposes, not for University publications.

EPS file: **Color** | **B/W**

JPG file: **Color** | **B/W**



Cowboys Mark

O-Cowboys is a registered trademark that symbolizes OSU's Athletic department. It is intended as a spirit symbol for informal, alumni, athletic or fundraising purposes, not for University publications.

EPS file: **Color** | **B/W**

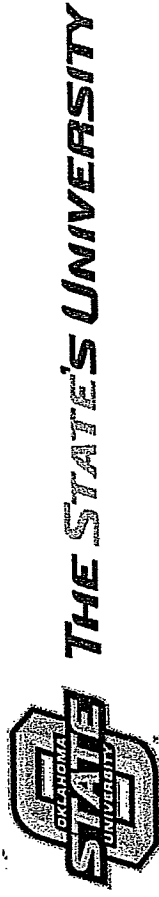
JPG file: **Color** | **B/W**

OSU 00051

OSU 00052

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OSU 00053



Academic Logo

Below is OSU's academic logo. OSU academic groups may request the academic logo if conditions are met, although the **primary logo** remains the preferred mark for all university units, events or activities. Conditions for academic logo use include departmental communications as well as exchanges between an OSU academic group and an exterior organization. It is also authorized for use by academic units on stationery and business cards.

Logos may be sized appropriately for use. Care should be taken that the proportions are not altered. Also, color changes are not allowed. All logo and marks must be reproduced from official artwork available through the University Marketing office or the Office of Trademark Licensing.

OSU 00054



Two-color version is preferred for all orange and black and four-color process applications



Black-and-white version is preferred for all single-color applications

Download

A word about file formats:

JPEG is a pixel-based format best suited for image-presentation applications. While JPG files can be reduced without much degradation of the image, they enlarge very poorly. Encapsulated Post Script (EPS) is a vector-based format. Images in this format enlarge and reduce cleanly. EPS however, is best suited in a publishing environment and will require software that accepts this file format. In either case, review your application's user guide to choose the best file format for your needs.

OSU Academic logo EPS Color EPS Black JPEG Color JPEG B/W

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OSU 00056

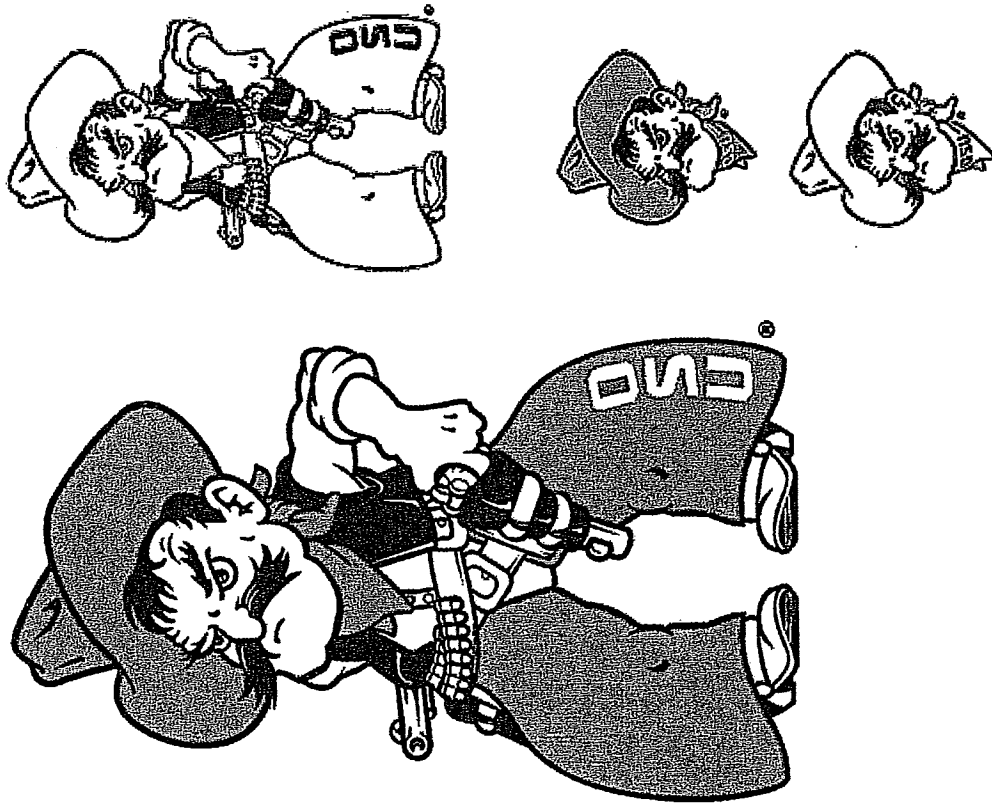


THE STATE'S UNIVERSITY

Pistol Pete

The Pistol Pete icon can be used to represent the university on all materials where a "spirit" symbol is appropriate. It should not take the place of the primary OSU or athletic logo as the first logo used in a publication. Electronic files of Pete and Pete's face can be downloaded below.

OSU 00057



Download

A word about file formats

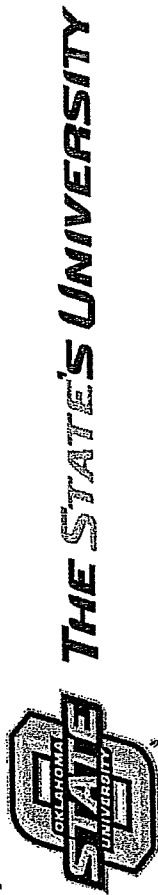
JPEG is a pixel-based format best suited for image-presentation applications. While JPG files can be reduced without much degradation of the image, they enlarge very poorly. Encapsulated Post Script® (EPS) is a vector-based format. Images in this format enlarge and reduce cleanly. EPS however, is best suited in a publishing

OSU 00058

environment and will require software that accepts this file format. In either case, review your application's user guide to choose the best file format for your needs.

Pete:	EPS Color	EPS B/W	JPEG Color	JPEG B/W
Pete's Face:	EPS Color	EPS B/W	JPEG Color	JPEG B/W

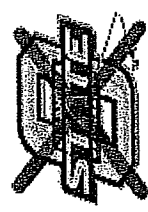
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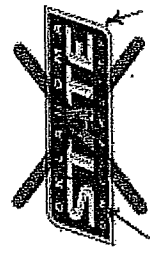
Expired Logos

OSU 00060

"0-STATE" logo with small font "University" and trademark symbol



"STATE" banner with small font "University" and trademark symbol



Trajan™ OSU with triangle

OSU 00061



Oklahoma State University Nomenclature in the
modified Trajan™ font



OSU Seal



OSU 00062



OSU Logo



OSU Brand



O State

OSU 00063



Pistol Pete

The most obvious differences between the new Pistol Pete graphic and this expired version is the vest, now black, and the absent checkered pattern on the shirt.



Bringing Dreams to Life

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THE STATE'S UNIVERSITY



When people look at the Oklahoma State University logo, they don't just see the logo. They see degrees and instructors, basketball games and Old Central. They remember their relationship with OSU. One look at the OSU logo contains the sum of experiences a person has with the university.

How people feel about OSU directly relates to the university's success. Alumni, students, future students, potential donors. In a sense, the logo speaks on OSU's behalf before anyone says a word. It represents who we are and what we stand for. It is the visual representation of our reputation.

Therefore, it is vital to build and maintain a strong logo, a strong visual identity. To accomplish that, the logo must be used in a consistent way. It must appear the same in every instance. It must have the proper shades of orange and be in the proper proportions. It must be used in an appropriate context.

This guide establishes the rules for use of the university's logos and additional identity marks, such as wordmarks and even Pistol Pete. Inside, you'll find all you need to know about using the OSU identity marks in all media. Proper use of the

OSU 00065

logos legally protects the university's image and distinguishes us from other institutions.

If you work with printers, designers or the media, please make sure they have a copy of this guide. Printed copies will be available from the University Marketing office, and electronic copies are available for download on the university marketing office website.

We appreciate your willingness to support, protect and advance the image of OSU. If you need additional information regarding the use of the OSU identity marks in media, contact University Marketing.

Thank you for your assistance.

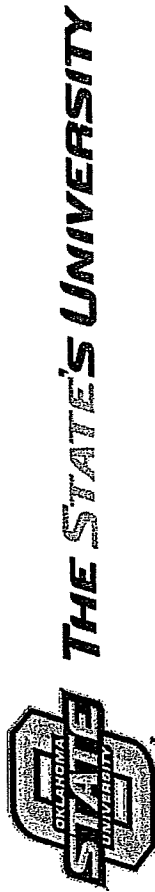


Kyle Wray

Director, University Marketing

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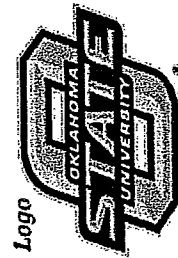
Introduction

OSU's communications strategy begins with the Graphic Identity Guidelines. The guidelines provide all information necessary to ensure the accurate and effective presentation of OSU to internal and external audiences. The guidelines encompass OSU's family of graphic elements, including the new OSU logo, nomenclature, wordmarks, "The STATE's University" positioning statement tagline, university seal, athletics logos, color palette, recommended typefaces and applications to an extended stationery system, presentation media and the OSU web. High quality electronic files of the official logos, wordmarks and nomenclatures can be downloaded at http://osu.okstate.edu/osu_id.

Who are the guidelines for?

All academic, research, outreach, student services, authorized student organizations and administrative units of Oklahoma State University funded through or by the university that are not legally autonomous must follow these guidelines. Outside agencies or publishers that create print or electronic publications for any OSU units are also required to abide by the guidelines.

The OSU logo



Logo *Tagline/ Positioning statement*

create / innovate / educate / Go STATE

The primary and secondary configurations of the logo allow for flexibility of use in different media. Guidelines for correct use of the logos are included herein. The university marks (logos, seals and wordmarks) are registered trademarks and

OSU 00067

cannot be altered.

The STATE's University

OSU is . . . The STATE's University.

As Oklahoma's premier land-grant university, OSU has an unmatched presence across the state via extension offices in all 77 counties and five campuses in four cities. No other university in Oklahoma is as well-positioned and capable to deliver world-class research, instruction and extension to make a difference in the economic development of our state.

Through this system of campuses, the university delivers a broad-based education for all Oklahomans. It's why we're "The STATE's University".

The positioning statement has been in use since 2005 and is to appear in Oklahoma only. There is a different positioning statement for Texas ("A Brighter Orange").

No other unit-based positioning statement or logo/tagline may substitute for "The STATE's University" without prior approval. Departments (academic colleges, centers and institutes) and non-mission critical units (e.g., authorized student groups, motor pool) may have a unit-specific positioning statement if used in balance with the OSU logo or campus wordmarks. In such cases, these specific positioning statements must have the approval of the director of University Marketing. Additions or modifications to the positioning statement are prohibited. The tagline should not be used with the nomenclature.

The university's positioning statement changes at the discretion of the director of University Marketing with approval of the president.

Primary nomenclature

OKLAHOMA STATE UNIVERSITY

When to use the logo or nomenclature

All communications materials published by Oklahoma State University, whether for

OSU 00068

internal or external audiences, must prominently display an approved nomenclature or logo. This includes stationery (see pages 16–23 for system components), brochures, invitations, direct mail, postcards, flyers, booklets, catalogs, case statements, posters, billboards, banners and other environmental graphics, advertising, websites, video, DVD, CD, film and PowerPoint presentations. The logo is preferred for all applications. Either nomenclatures should be used when the logo is not suitable. The logo and nomenclature should never be used together. The nomenclature should not be used with the tagline.

Commercial and promotional uses of the university marks

Oklahoma State University asserts ownership over its name, trademarks, logos, slogans, mascot or any combination that refers to or is associated with OSU. The OSU marks cannot be used to imply or suggest endorsement of any product or service not provided by the university. The university wordmarks, tagline, seal, athletics logos and other marks are registered and protected by law. Individuals and organizations outside the university who wish to use any of the university marks for commercial purposes or for promotional activities must first obtain permission from the Director of Trademarks and Licensing in the A&M Regents Office of Legal Counsel.

Judy Barnard, Director of Trademarks and Licensing

Email: barnard@okstate.edu; Phone: 405-744-6494; Fax: 405-744-7998

Publications: State Law and University Policy

By state law, all university publications — when purchased from university budget accounts — must include a statement of printing authorization and costs and OSU's nondiscrimination policy. Generally, university publications are those brochures, booklets, newsletters, posters, magazines, catalogs and pamphlets that bear the university name and are produced for audiences outside the university. They do not include business cards, announcements, letters, memoranda, invitations or other personally-signed communications.

All university publications must contain the following:

Oklahoma State University, in compliance with Title VI and VII of the Civil

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Rights Act of 1964, Executive Order 11246 as amended, Title IX of the Education Amendments of 1972, Americans with Disabilities Act of 1990, and other federal laws and regulations, does not discriminate on the basis of race, color, national origin, sex, age, religion, disability, or status as a veteran in any of its policies, practices or procedures. This includes but is not limited to admissions, employment, financial aid, and educational services. Title IX of the Education Amendments and Oklahoma State University policy prohibit discrimination in the provision of services or benefits offered by the University based on gender. Any person (student, faculty or staff) who believes that discriminatory practices have been engaged in based upon gender may discuss their concerns and file informal or formal complaints of possible violations of Title IX with the OSU Title IX Coordinator, Dr. Carolyn Hernandez, Director of Affirmative Action, 408 Whitehurst, Oklahoma State University, Stillwater, OK 74078, (405) 744-5371 or (405) 744-5576 (fax). This publication, issued by Oklahoma State University as authorized by (originating authority), was printed by (printing vendor) at a cost of \$ (cost of printing only). (Number printed) / (year and month printed).

Or when appropriate:

This publication, issued by Oklahoma State University as authorized by (originating authority), was printed at no cost to the taxpayers of Oklahoma.

Graphic standards oversight

University Marketing administers the graphic identity program. All general and policy questions or requests for variances should be directed to the Director of University Marketing. University Marketing, Purchasing Department and University Mailing Services work together to oversee implementation of the guidelines, provide consulting and ensure compliance.

Legal ownership statement

Oklahoma State University asserts ownership over its name, trademarks, slogans, logos, mascot or any combination that refers to or is associated with OSU. This

OSU 00070

intellectual property is registered with the United States Patent and Trademark Office and the Office of the Secretary of State of Oklahoma. The Office of Trademarks and Licensing located in the Office of Legal Counsel is responsible for the administration and management of the OSU trademarks and logos.

The mission of the Office of Trademarks and Licensing is to ensure (1) proper use of those trademarks, logos and insignia that have come to be associated with OSU; (2) generate income to support and enhance the scholastic missions of the university and (3) protect the university's reputation, good name and image by permitting only appropriate uses and assuring that only quality products bear the institution's name, initials or logos.

Any college, department, organization or unit of the University purchasing items bearing the University logos must first obtain permission from the Director of Trademarks and Licensing in the A&M Regents Office of Legal Counsel. All items must be purchased from a business that has obtained a license to produce the university's trademarks.

Judy Barnard, Director of Trademarks and Licensing

Email: barnard@okstate.edu; Phone: 405-744-6494; Fax: 405-744-7998

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OSU 00071



OSU 00072

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> Logo and Campus Configuration

Campus Wordmarks



Download

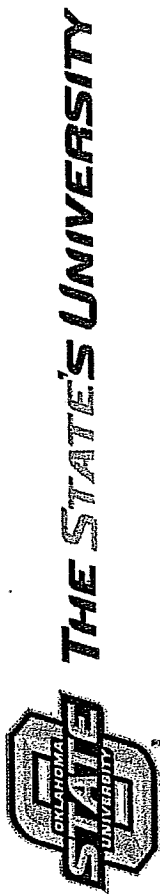
A word about file formats:

JPEG is a pixel-based format best suited for image-presentation applications. While JPG files can be reduced without much degradation of the image, they enlarge very poorly. Encapsulated Post Script (EPS) is a vector-based format. Images in this format enlarge and reduce cleanly. EPS however, is best suited in a publishing environment and will require software that accepts this file format. In either case, review your application's user guide to choose the best file format for

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OSU 00074

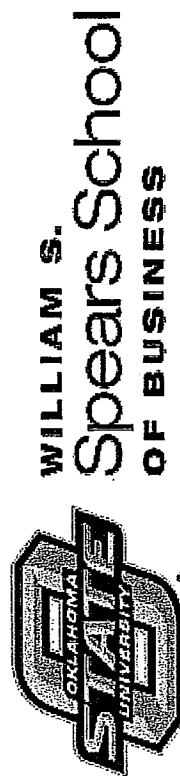


OSU 00075

4/8/2009 9:19 AM

> Logo and College Configuration

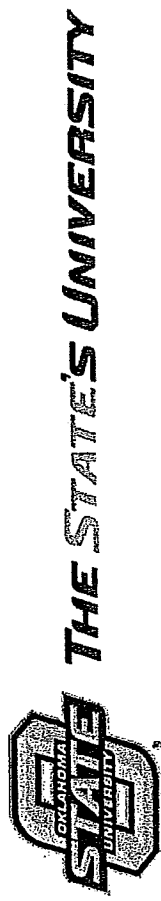
College Wordmark Examples



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OSU 00078

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> Wordmark

University Nomenclature

Primary configuration

OKLAHOMA STATE UNIVERSITY

Secondary configurations

OKLAHOMA STATE UNIVERSITY
OKLAHOMA STATE UNIVERSITY
OKLAHOMA STATE UNIVERSITY

Download

A word about file formats:

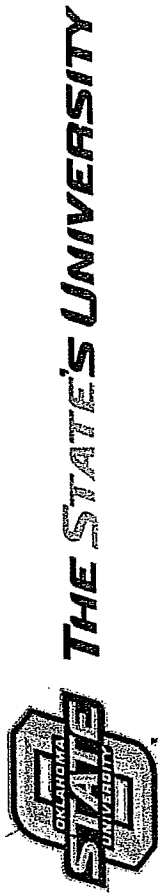
JPEG is a pixel-based format best suited for image-presentation applications. While JPG files can be reduced without much degradation of the image, they enlarge very poorly. Encapsulated Post Script (EPS) is a vector-based format. Images in this format enlarge and reduce cleanly. EPS however, is best suited in a publishing environment and will require software that accepts this file format. In either case, review your application's user guide to choose the best file format for your needs.

OSU 00079

Nomenclature	EPS	EPS B/W	JPEG Color	JPEG B-W
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OSU 00080



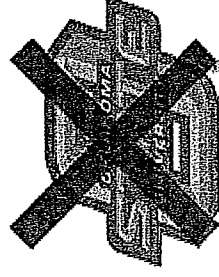
OSU 00081

Unacceptable Uses

Examples

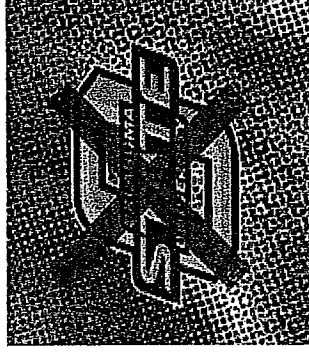
Improper Color

The logo, wordmarks and positioning statement should never be reproduced in any non-official colors



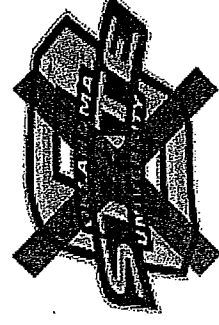
Distracting Backgrounds

The logos, wordmarks and positioning statement should never be reproduced over backgrounds that overpower, distract, clash or have similar color values.



Alterations

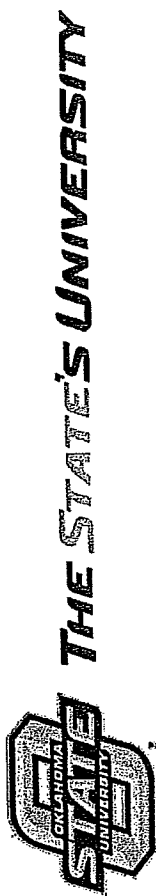
The logos, wordmarks and positioning statement should not be altered, angled, stylized, outlined or distorted.



OSU 00082

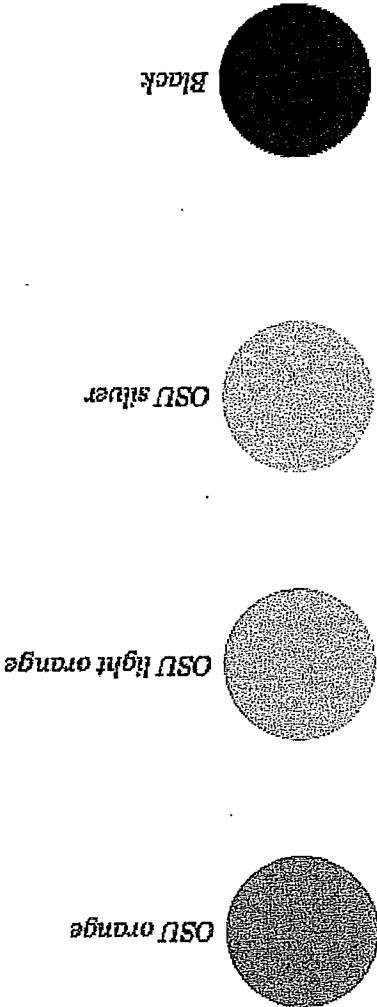
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OSU 00083



OSU 00084

Official Color Palette



SPOT COLOR

Pantone 166 Pantone 151 Pantone Cool Gray 5 Process Black

FOUR-COLOR PROCESS

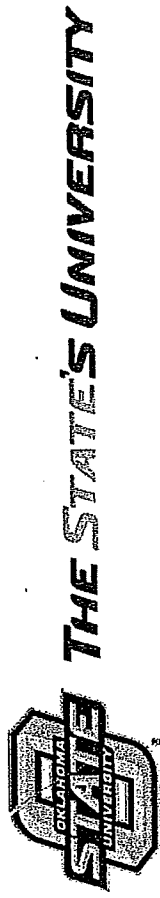
C 0%	C 0%	C 0%	C 0%
M 63%	M 48%	M 0%	M 13%
Y 100%	Y 95%	Y 0%	Y 49%
K 0%	K 0%	K 29%	K 98%

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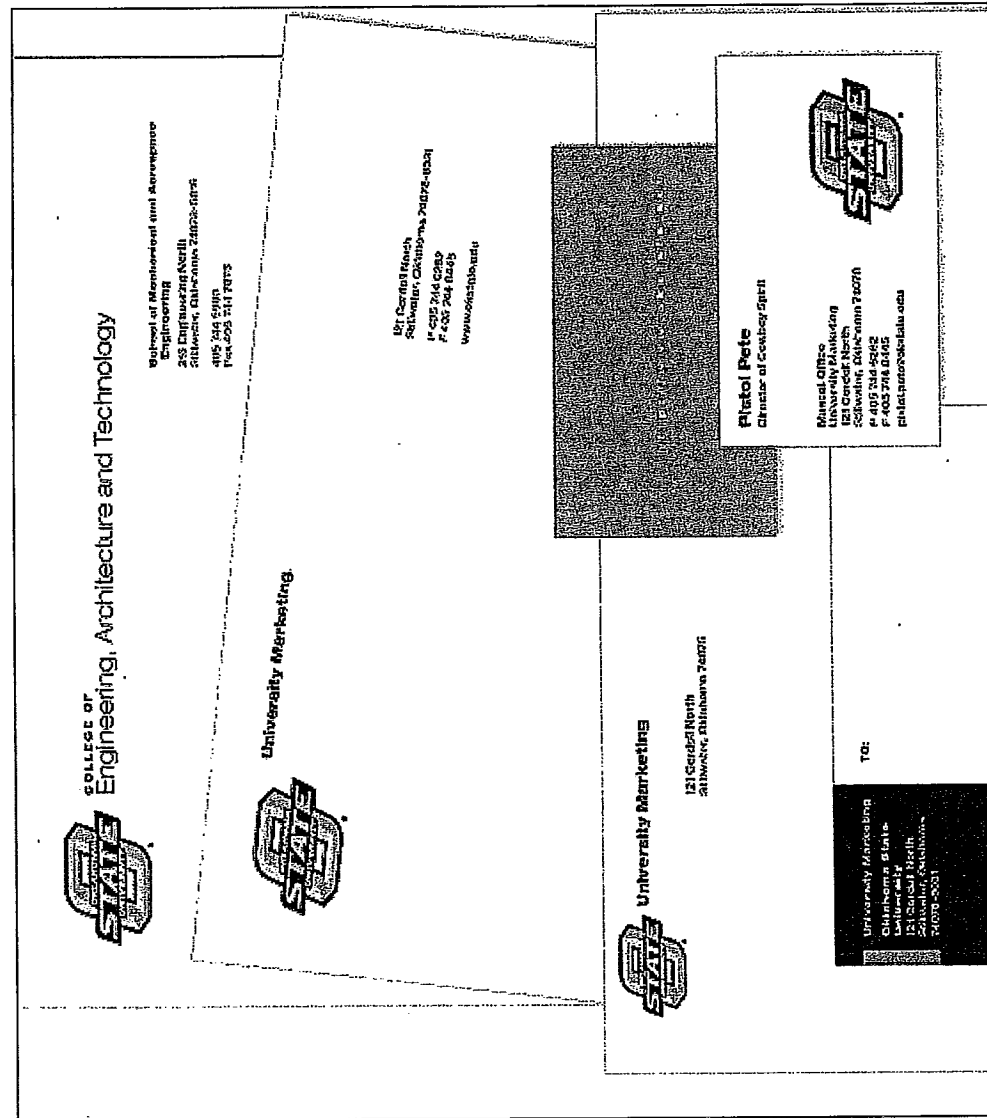
OSU 00087

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Center for Health Sciences > Okmulgee > Oklahoma City > Stillwater > Tulsa
> Letterhead User Guide

Letterhead Examples

Stillwater



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OSU 00089



THE STATE'S UNIVERSITY

Typography

Typography carries just as much importance to a successful identity system as the institutional marks. It should reflect the image of the organization it represents. Through consistent use, the typography can identify the university independently of the wordmarks or logos.

The two "official" fonts for OSU are Adobe® Helvetica™ Neue Extended Std. and Agfa® Monotype™ Sabon®. The consistent use will establish a continuity of appearance that supports the proliferation of the OSU brand. Faces from these font families, together or separately, should be used for all university communications. Exceptions might include promotion of an event with a specific theme such as an art exhibit, musical event, social event, or conference.

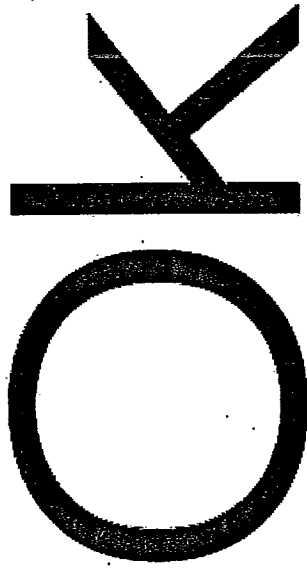
You do not need to purchase Sabon or Helvetica™ Neue Extended for internal communications (such as memos and letters) printed on a laser printer. If you do not have Sabon, you may substitute Times or Times New Roman. If you do not have Helvetica™ Neue Extended, you may substitute Helvetica or Arial.

The OkStateU font was created by University Marketing to compliment the logo and marks. It is licensed by OSU and available in Macintosh or Windows compatible formats.

Helvetica Neue Extended

Helvetica™ Neue Std Extended font family includes various weights in both Roman and oblique faces.

OSU 00090



abcdefghijklmnopqrstuvwxyz

ABCDEFGHIJKLMNOPQRSTUVWXYZ

1234567890\$%&(.,:;#!?)

Sabon

The Sabon family is composed of regular, italic, semi-bold, semi-bold italic, bold and bold italic. A small caps with old-style figures is also available from Adobe®.

OSU 00091

OK

abcdefghijklmnopqrstuvwxyz

ABCDEFGHIJKLMNOPQRSTUVWXYZ

1234567890\$%&(',:;#!?)

OkStateU

OK

ABCDEFGHIJKLMNOPQRSTUVWXYZ

ABCDEFGHIJKLMNOPQRSTUVWXYZ

1234567890\$%&(',:;#!?)

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4/8/2009 9:20 AM



THE STATE'S UNIVERSITY

Editorial Style

OSU follows the Associated Press style with only a few exceptions. Buying the most recent edition of the *Associated Press Stylebook* and keeping it for handy reference will prevent spills down most slippery stylistic slopes.

Exceptions to AP style:

AP style calls for the use of quotation marks for all titles. OSU italicizes the titles of books, movies, television shows, and names of paintings, boats, airplanes and other large stand alone works and uses quotation marks around the titles of smaller works such as poems, song titles, articles or chapters.

AP style says "Web site" is written as two words and capitalized, but OSU uses "website" as the standard form for individual sites, as do many new dictionaries, including the *American Heritage* and the *Concise Oxford Dictionary*. Recognizing the increasing preference for closed forms, OSU also breaks with AP style in the use of "email," "online" and "homepage." OSU continues to follow AP in the capitalization of "World Wide Web," the "Web" and "Internet."

Common stylistic errors:

Overcapitalization — Following AP style, OSU does not capitalize academic departments and campus offices unless they contain a proper noun or unless they are part of the official name.

Examples:

The department of history; the purchasing department; the department

OSU 00094

of English; the Oklahoma State University Department of Chemistry; the office of the president; Office of Natural Resources; the university; Oklahoma State University.

Capitalize formal titles (those that indicate authority, usually governmental) used before a name. Lowercase titles set off by commas and titles that refer to occupation.

Examples:

The club president, Biggsby, brandished the gavel.

President Biggsby cultivated relationships between OSU and other countries.

Students enjoyed professor Biggsby's classes.

Biggsby, MAX professor of genetics and chair of the department, taught two generations of OSU students. (Note: It's not disrespectful to lowercase titles. Plus, names are easier to read without them.)

Passive construction — Active sentence structure places the subject in the subject position. Passive voice lengthens and confuses the sentence by using phrases to move the subject after the verb.

Examples:

Biggsby was appointed director by the committee (passive). The committee appointed Biggsby director (active).

The Biggsby study was awarded a \$1 million grant from the National Science Foundation (passive).

The National Science Foundation awarded the Biggsby study a \$1 million grant (active).

Pronoun reference — Pronoun reference problems occur when the pronoun doesn't agree in number with the noun it references.

OSU 00095

Examples:

The department listed a job opening in their accounting office (incorrect: department is singular).

The department listed a job opening in its accounting office (correct).

Academic degrees — Use an apostrophe in master's degree and bachelor's degree. Doctorate is the preferred form when noting a degree held.

Wayward modifiers — Place descriptive words and phrases close to the word described to avoid confusion.

Examples:

Biggsby ran after the bus dragging the bag on the pavement (incorrect if Biggsby is dragging the bag; correct if the bus is dragging the bag).

Biggsby walked to the bus talking on the cell phone (incorrect).

Talking on the cell phone, Biggsby walked to the bus (correct).

Tips to ease the way:

1. One space between sentences. We know your typing teacher told you two, but for the purposes of layout, one is enough.
2. One thought per paragraph. Longer paragraphs appear to take up entire columns when dropped into a layout.
3. Numbers one through nine are spelled out. At 10, they turn into numbers.
4. When you use "that," read it again and imagine the sentence without it. Chances are you don't need it.
5. Don't be afraid to use contractions. Again, we're not formal. Contractions help your writing sound conversational, i.e. it makes your "voice" actually sound like one. Marketing writing isn't academic writing, after all.
6. Space and attention are limited, so get right to it. And remember the Five W's — Who, What, When, Where and Why. The first sentence, the "lead," should tell your reader exactly what to expect from the story without history.

OSU 00096

7. End of sentence punctuation and commas go inside quotation marks.
8. Use commas respectfully — they really aren't the punctuation for every situation. Sentences do not require several sprinkled about for effect.
9. When you start chaining together prepositional phrases at the end of sentences, make sure you really need them.
10. Use the ellipsis and dash sparingly. Ellipsis (...) indicates omitted words. The dash (—) indicates an abrupt change or sets off a phrase already dripping in commas.

The best advice after 'consult AP':

Reread your writing aloud. If it's bad, it'll sound stilted and artificial.

When you finish, if you can, put it aside for a day, then read back through it. Root out words you really don't need such as redundancies and hyperbole and delete them.

Resources to help besides AP:

Editors at university marketing are available to help. Don't hesitate to call. Not everyone is — or should be — a word geek.

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OSU 00097



THE STATE'S UNIVERSITY

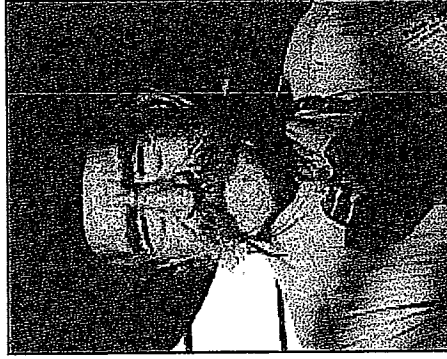
1907 1907

Wednesday, 14 June 2006

The "real" Pistol Pete a.k.a. Frank Eaton

What: Known as "Pistol Pete" for his gun-totin' skills, Francis Boardman Eaton was a deputy U.S. marshal in Indian Territory. Born in 1860, the Perkins, Okla. resident was one of the wild west's most colorful characters.

When: As a boy, young Frank witnessed the murder of his father, a Yankee, at the hands of six Confederate outlaws. Vowing to avenge the murder of his "pa," Eaton became an expert marksman by the time he was a teenager. True to his word, he tracked down and killed all but one of his father's assailants in true gunslinger style. The final desperado died before Eaton could get to him, but the ever-vigilant marshal attended the man's funeral anyway, just to make sure he was dead. Eaton, who lived to be 97, recalled this quest for frontier justice and other fabulous tales in his 1952 autobiography, *Veteran of the Old West*.



Why: In 1923, a growing number of Oklahoma A&M students were becoming dissatisfied with using a Tiger mascot, which had been copied from Princeton. After all, "Hold that Tiger" didn't represent the spirit of Oklahoma. When the students spotted the colorful Eaton leading Stillwater's Armistice Day parade on horseback, the idea for a new mascot was born. The rugged cowboy's likeness soon became a classic symbol of the university, complete with Eaton's trademark mustache and 10-gallon hat.

Today: In 1984, OSU officially sanctioned the cartoon emblem and "Pistol Pete" moniker, preventing unauthorized use of the popular symbols. For more than 70 years, the student body, alumni, faculty and fans of Oklahoma State have been a part of Frank Eaton's rich legacy. And here on the information superhighway, the

Legend lives on. Ride 'em, Cowboy!

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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

OKLAHOMA STATE UNIVERSITY,	)	Opposition No. 91187908
)	
Opposer,	)	Application No. 77/383,001
)	
v.	)	Mark: COWBOYADE
)	
SUPER BAKERY, INCORPORATED,)	
)	
Applicant.)	

EXHIBIT C TO THE DECLARATION OF J. MATTHEW PRITCHARD

3/24/2009 10:50:43AM

Licensees By Institution

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Oklahoma State University

Standard License

180s LLC	05/08	09/30/2009	Baby Divided - A	08/08	09/30/2009
2Thumbs Entertainment	06/04	12/31/2011	Baby Fanatic LLC	12/04	12/31/2009
4Imprint Inc.	04/07	12/31/2009	Baden Sports Inc.	01/91	12/31/2008
5th & Ocean Clothing	02/03	06/30/2010	Bakins Ventures LLC	06/08	09/30/2009
A-A Systems	05/04	06/30/2009	Bamboas Sports Apparel LLC	07/03	06/30/2009
A-Affordable Design	03/04	03/31/2010	Barhyte Specialty Foods	04/06	03/31/2009
A.T. Cross Company	10/94	12/31/2009	Baseline Licensing Group LLC	10/08	03/31/2009
A/M/G Company	11/99	09/30/2010	Bean Bag Boys Inc. - The	08/04	09/30/2009
AA World Class/Supplier	09/94	12/31/2009	Bear's Wear Inc.	08/05	09/30/2009
Academy Awards	10/00	09/30/2009	Bel Air Lighting Inc.	09/07	12/31/2009
Accent Display and Graphics Inc.	03/08	03/31/2009	Belle View Inc.	06/02	12/31/2009
Ace Bayou Corp.	12/03	12/31/2009	Bentley Plastics	10/05	12/31/2009
Activewear Unlimited Inc.	08/05	12/31/2009	Bergamot Brass Works Inc.	06/01	09/30/2010
Acushnet Co.	02/07	03/31/2009	Best Bikes USA	10/07	12/31/2008
Ad Associates Inc.	01/00	03/31/2009	Betallic LLC	03/09	03/31/2010
ADGsource Inc.	05/08	06/30/2009	Bethel International	11/04	03/31/2009
adidas by Outerstuff	01/08	12/31/2008	Bev Key Inc.	11/00	06/30/2009
adidas Team Inc	04/02	06/30/2011	Biederlack Of America Corp.	01/95	06/30/2009
Adventure Furniture Inc.	12/06	09/30/2009	Big League Promotions Corp.	05/95	06/30/2009
Advertising Concepts Inc.	07/99	06/30/2009	Big Top Banners Inc.	06/06	09/30/2009
Advertising Novelties Company	10/02	09/30/2009	Blakeway Worldwide Panoramas	12/08	12/31/2009
AES Optics	09/02	09/30/2009	BMC Custom Eye Black	07/08	09/30/2009
All-Sport Brush LLC	06/05	03/31/2009	Boathouse Sports	10/99	12/31/2008
All-Star Apparel	10/06	12/31/2009	Boelter Brands LLC	04/06	06/30/2009
Allegra Print & Imaging (OK)	05/06	06/30/2009	Bookbags Inc.	04/07	03/31/2009
Alpha Sports Inc	08/06	09/30/2009	Brice Caldwell Inc.	10/07	09/30/2009
Alumna Apparel LLC	01/08	03/31/2009	Broad Bay Cotton Company	08/02	06/30/2009
Alumni Group LLC- The	04/98	06/30/2009	Brown Printing Company Inc.	04/06	06/30/2009
Ambrose Enterprises LLC	10/02	06/30/2009	Build-A-Bear Retail Management Inc. and Affiliat	03/02	12/31/2008
American Decorators	10/04	03/31/2009	Bunnies and Bows	06/06	06/30/2009
American Image Management (AIM)	10/04	09/30/2009	C&F Enterprises Inc.	11/01	06/30/2009
American Needle	05/03	12/31/2008	C-B Graduation Announcements	08/00	03/31/2010
American Promotions Inc.	10/03	12/31/2009	Cadre Athletic Inc.	02/03	12/31/2008
Amigo's Salsa	05/05	06/30/2009	CamoVision of Georgia LLC	06/08	06/30/2009
Aminco International (USA) Inc.	06/97	12/31/2008	Camp David	08/99	12/31/2010
Ampad a div. of American Pad and Paper	01/85	06/30/2010	Campus Casuals by CC	12/04	12/31/2008
Ann Peden Jewelry Inc.	10/08	09/30/2009	Campus Lifestyle	10/05	06/30/2010
Antigua Group Inc.	01/95	06/30/2010	Campus Originals Inc./MI	01/90	12/31/2008
Antique Garden	04/08	09/30/2009	Canyon Outback Leather Goods	12/03	03/31/2009
Apparel Management Group LLC	11/07	09/30/2009	Captivating Headgear	07/03	12/31/2009
Aqua-Sheen	12/08	06/30/2009	Carrigans Inc.	04/08	06/30/2009
Artistic Glass Engraving	10/05	12/31/2009	Carson Specialties	09/91	09/30/2010
AS	03/00	09/30/2009	Causley Productions Inc.	09/90	03/31/2009
Ash City Worldwide	12/08	12/31/2009	CC Creations Ltd.	09/99	09/30/2009
Ashworth Inc.	04/04	03/31/2010	CDI Corp	01/98	09/30/2010
Asian Art Importers of Oklahoma	09/07	09/30/2009	Ceranima LLC	05/07	09/30/2009
ATC Group Inc.	07/07	06/30/2009	Champion Custom Products	05/91	06/30/2011
Atlanta Hosiery Company	08/01	06/30/2009	Champion Sales & Marketing LLC	07/03	06/30/2009
Atomic Chic LLC dba Red 24 R25 and ET TU	06/07	06/30/2009	Charmed I'm Sure (CA)	05/04	03/31/2009
Atrium Corporation	01/09	12/31/2009	Cheetah Copy	12/05	12/31/2009
Authentic Street Signs Inc.	10/02	06/30/2009	Chef Locke	03/08	06/30/2009
Awards and Moore	02/04	12/31/2009	Chiliwear LLC	03/04	03/31/2009
Aztec Imports Inc.	10/08	12/31/2009	Chris' University Spirit	12/89	06/30/2009
B.S.I. Products Inc.	09/02	12/31/2010	Church Hill Classics	05/03	06/30/2009
			CI Sport Inc.	04/05	12/31/2011
			Clarke American	03/95	12/31/2008
			Classic Balloon Corporation	01/08	09/30/2009

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Classic Products Corp.	04/01	06/30/2009	E5	08/01	06/30/2009
Coasterworks	11/97	12/31/2009	Eagles Wings Inc.	05/03	09/30/2010
Colantotte International dba Trion:Z	11/07	09/30/2009	East Bay Sign Company Inc.	04/07	06/30/2009
College Concepts LLC	02/86	12/31/2010	Eat 'em Up Enterprises LLC	09/08	12/31/2009
College Covers Inc.	12/03	09/30/2009	Eglomise Designs of Boston Inc.	12/98	06/30/2009
College Kids LLP	05/06	09/30/2010	Elan Publishing Co.Inc.	09/05	06/30/2009
Collegiate Pacific Co.	01/95	09/30/2010	Emerson Street	07/08	12/31/2009
Collegiate Promotions-North Star LLC	01/98	06/30/2009	Encore Group-The dba Team Reflections by Xpr	06/96	03/31/2009
Collegiate Surf & Sport	10/05	09/30/2009	EnjoyLife Inc.	04/06	12/31/2009
Colony Sportswear Corporation	01/06	09/30/2009	Enmon Accessories LLC	01/02	03/31/2009
Colors of Sports Inc.-The dba Team Snacks	08/07	06/30/2009	Entrepreneurial Marketing Inc.	02/98	09/30/2009
Colosseum Athletics Corporation	10/97	06/30/2010	Eskimo Joe's Promotional Products Group Inc.	09/03	09/30/2009
Comet School Supplies	11/92	03/31/2009	Essex Manufacturing Inc.	03/99	06/30/2009
Comfy Feet LLC	08/02	09/30/2009	Eton div. of Tandy Brands Accessories Inc.	03/02	12/31/2009
Commemorative Brands Inc.	01/91	03/31/2010	Evergreen Enterprises	04/00	12/31/2009
Commemoratives Adams & Adams Inc.	10/92	06/30/2009	EZ Vane Inc	03/04	12/31/2009
Conimar Corp.	12/04	12/31/2009	Fabrique Innovations Inc. dba Sykel	05/03	03/31/2009
Consolidated Printing Solutions	05/06	06/30/2009	Fabritech dba 3D Marketing	01/05	09/30/2009
Cottage Collection-A	06/03	06/30/2009	Fan Mats LLC	05/03	03/31/2009
Cotton Exchange-The	01/95	03/31/2011	Fan Zone Sportswear	10/05	09/30/2009
Cotton Gallery	11/08	12/31/2009	Fanatic Cards a Consortium Company	04/07	03/31/2009
Covers By B-G Inc.	11/99	09/30/2009	Fanatic Fountains	12/08	09/30/2009
Craftique Manufacturing Co.	10/00	12/31/2011	FastSigns (OK)	03/08	03/31/2010
Creations By Alan Stuart Inc.	02/06	12/31/2009	FatHead LLC	08/06	09/30/2009
Creative Apparel Concepts Inc.	07/04	12/31/2008	FF Ertl III dba Die-Cast Promotions	03/07	03/31/2009
Creative Cooling	12/05	12/31/2009	Fine Arts Engraving Inc.	11/06	12/31/2009
Creative Knitwear	09/04	12/31/2009	Fisher Rock Inc.	05/00	06/30/2009
Creative Point Inc.	09/06	09/30/2009	FoamFanatics LLC	03/08	03/31/2009
Creative Signs	03/03	03/31/2009	For Bare Feet Inc.	12/89	06/30/2009
Crocs Inc.	06/06	03/31/2009	Forefront Group Inc.	09/02	12/31/2009
CSA	01/91	03/31/2010	Fossil	07/03	12/31/2010
CSD Sports Framing	09/08	06/30/2009	Four Point Products	01/91	12/31/2010
CSI International Inc.	10/96	06/30/2010	Framing Success, a division of Herff Jones	04/05	12/31/2010
Cumberland Designs	01/09	09/30/2009	Franklin Sports Inc	03/04	06/30/2010
Custom Decor Inc.	08/01	12/31/2009	Fremont Die Consumer Prod	10/95	09/30/2010
Custom Promotional Products	07/03	06/30/2009	Frenzy Sports Inc.	01/06	12/31/2008
Cutter & Buck	03/01	12/31/2010	From The Heart Enterprises Inc.	01/05	03/31/2009
Dave Massie Inc.	08/08	09/30/2009	Frontier Printers Inc.	10/05	09/30/2009
Dayna Designs	03/08	09/30/2009	Fundex Games Ltd.	02/07	12/31/2009
Dearinger Printing & Trophy Inc.	08/99	12/31/2010	G-III Leather Fashions Inc. dba G-III Sports	11/00	03/31/2010
Deluxe Financial Services Inc.	02/06	09/30/2009	G-III/58 Sport	04/07	03/31/2010
Department 56 Inc.	04/08	09/30/2009	Game - The	03/86	03/31/2010
Design Graphics Inc.	09/96	09/30/2011	Game Time LLC	12/02	09/30/2010
Diane Dal Lago Ltd.	09/08	09/30/2009	GameDay Images LLC	12/03	12/31/2009
Divine Creations	10/98	12/31/2009	Gametime Plush LLC	11/99	09/30/2009
Dixie Seal & Stamp Co Inc	01/95	06/30/2010	GameWear Inc.	06/07	09/30/2009
DML Sports Inc	10/07	06/30/2009	Garb Inc.	06/08	12/31/2009
Dodger Industries	01/95	12/31/2009	Gear For Sports	01/95	06/30/2011
Donegal Bay	08/07	03/31/2009	Geiger Collegiate Promotions	10/06	06/30/2009
DP Design	11/03	09/30/2009	Georgia Pacific Canada Consumer Products Inc.	11/04	12/31/2009
DreamSeats LLC	08/07	09/30/2009	Get Ready Girls	10/05	09/30/2009
Drew Pearson Marketing LLC	07/95	06/30/2009	Glass Prints	05/00	09/30/2009
Drew Pearson Signature Series	01/07	06/30/2009	Glitter Gear LLC	02/02	12/31/2009
Duck House Inc.	05/03	03/31/2012	Global Accessories Inc.	05/99	03/31/2009
Dumdames Originals	06/03	06/30/2009	GMaster LLC	09/02	09/30/2010
Dupree Sports	08/89	03/31/2010	Gold Star Graphics Inc.	02/09	12/31/2011
			Good Optical Services	08/08	09/30/2009

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Great American Products Inc.	08/94	06/30/2010	Kitty Keller Designs	10/07	09/30/2009
Great Plains Coca Cola Bottling Co.	10/00	03/31/2011	Knights Apparel Inc.	09/95	03/31/2010
Great Southern Corp. dba Stack Mktg	10/02	09/30/2009	Kolder Incorporated	01/99	12/31/2010
Grey Hunt Holdings dba GelScrubs	05/02	06/30/2009	Lakeshirts Inc. dba Step Ahead Sportswear	02/03	12/31/2011
Hand-n-Hand Designs dba Earthtones	05/03	12/31/2009	Landau Uniforms Inc.	12/04	06/30/2009
Hanna's Handiworks LLC	03/08	06/30/2009	Landes Inc. dba Desden	05/06	06/30/2009
Heartland China of Kansas Inc.	05/98	03/31/2009	Lantrix Inc.	02/09	09/30/2009
Herff Jones Inc.	04/91	06/30/2010	Laser Magic/FL	05/97	12/31/2008
Heritage Fulfillment	06/02	06/30/2009	Late For The Sky Production Co. Inc	01/90	09/30/2010
Heritage Metalworks Inc.	03/04	09/30/2009	LAZART Production Inc.	03/06	12/31/2009
Herrington & Co. Inc.	06/04	06/30/2009	League Collegiate Wear	11/02	12/31/2011
High Strung	10/08	09/30/2009	Lee Wayne/OK	02/06	03/31/2009
Highland Graphics Inc.	06/04	09/30/2010	Legacy Athletic	11/96	03/31/2010
Hinkle Chair Co Inc.	08/07	06/30/2009	Legendary Games	10/97	12/31/2009
HMI Inc.	03/04	12/31/2009	Leighton Daniel LLC	03/09	06/30/2009
Holland Bar Stool Co.	02/09	12/31/2009	Liberty Checks and Services Inc.	03/94	12/31/2008
Holloway Sportswear Inc.	08/02	12/31/2011	Lifoam Industries LLC	06/08	12/31/2009
HoodEz LLC	07/08	03/31/2009	Lightwear	10/02	03/31/2009
Hot Sauce Harry's Inc.	08/00	06/30/2009	Lil' Fans (TX)	12/05	12/31/2009
House of Doolittle Ltd.	05/02	06/30/2009	Limited Brands Inc. dba Victoria's Secret PINK	03/09	06/30/2010
Hunter Mfg. LLP	08/93	12/31/2010	Little Earth Productions Inc	09/08	09/30/2009
ID Solutions	03/03	09/30/2009	Little King Mfg. Co. Inc.	01/95	12/31/2011
Identity Check Printers	03/05	09/30/2010	Logo Inc.	06/00	06/30/2011
iFanatic LLC	07/08	06/30/2009	Logo Pillow Company LLC dba Tessuta	03/05	09/30/2009
Image Group - The (OK)	07/04	12/31/2009	Logo Rugs Inc.	08/01	12/31/2009
Imagination Promotional Group, Inc.	08/04	09/30/2009	Lulu Press Inc.	09/08	09/30/2009
IN-concept Inc.	02/03	12/31/2009	M/E Ironworks	08/08	09/30/2009
Innovative Adhesives LLC	04/07	12/31/2009	Mabel's Kitchen	09/01	09/30/2009
Innovative Imprints	08/00	09/30/2009	Magnetic Memories Inc.	01/08	09/30/2009
Iron Stop	06/06	06/30/2009	Magnolia Lane Inc.	04/05	09/30/2009
It's All Greek To Me (CA)	07/07	12/31/2009	Majestic Athletic	01/91	03/31/2010
It's Your Bizness	04/08	03/31/2009	Majestic by Franco Apparel	04/08	06/30/2009
J America	09/00	06/30/2009	MAM Mascots	02/04	06/30/2009
J.A.G. Enterprises Inc.	01/90	06/30/2009	Manual Woodworkers & Weavers	07/08	09/30/2009
J.D. Young Co.	05/06	06/30/2009	Mascot Books Inc.	09/07	12/31/2011
Jack Guttman Inc. dba Bakery Crafts	05/07	03/31/2009	MasterTag	11/02	09/30/2009
Jackson Diamond Jewelers	11/07	12/31/2009	MBI Inc.	11/00	06/30/2010
Jadon Ltd.	12/94	12/31/2008	McArthur Towel and Sports	01/06	12/31/2008
James Avery Craftsman Inc.	03/08	12/31/2009	McCartney Inc.	07/97	06/30/2009
JanSport, a division of VF Outdoor, Inc.	01/91	06/30/2010	MeadWestvaco Consumer & Office Products	06/92	12/31/2009
Jenkins Enterprises	04/00	12/31/2009	Memorial Licensing Company-The	06/01	09/30/2009
Jenkins Sports Inc.	05/08	06/30/2009	Memory Company LLC-The	04/99	12/31/2010
JerseyNaps from ThemeNaps LLC	04/08	09/30/2009	Mercury Luggage/Seward Trunk	01/03	12/31/2008
Joe T's By The Game	09/07	03/31/2010	Mercury Press Inc.	11/05	12/31/2009
John H. Harland Co.	07/91	12/31/2008	Merge Left Inc.	11/95	03/31/2009
Jones & Mitchell Sportswear Inc.	06/84	12/31/2011	Michaelson Entertainment	11/06	09/30/2009
Jostens Inc.	08/85	06/30/2010	Microthin Products Inc.	04/07	06/30/2009
Joy To The World Collectibles Inc.	08/03	09/30/2009	Midwest College Mktg Group	11/98	03/31/2010
JP Moran LLC dba Hand Tied Inc.	07/07	09/30/2009	Midwest Sporting Goods	03/05	09/30/2009
K & M/Nordic Co.	04/03	12/31/2011	Midwest Trophy	06/04	06/30/2009
K2 Licensed Products	02/95	12/31/2008	Mighty-Mac	06/96	06/30/2011
KCA Enterprises	12/07	09/30/2009	Milestone Publishing	11/04	12/31/2009
Ketch the Spirit LLC	10/08	12/31/2009	Milliken & Company	06/99	03/31/2009
Kid N' Me Outerwear	10/03	06/30/2009	Misty Harbor	04/08	06/30/2009
Kim's Creations	01/05	12/31/2011	MJ Soffe LLC	01/91	09/30/2010
Kitty Hawk Textiles Corporation	07/08	09/30/2009	Moisant Promotional Products	08/04	09/30/2009
			Moon Shine	08/06	03/31/2009

The Collegiate Licensing Company

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Oklahoma State University			Printing Inc.	05/06	06/30/2009
Motion Imaging	06/06	06/30/2009	Printing Plus Inc.	03/97	03/31/2010
MP Direct Inc.	05/02	03/31/2009	Pro Player by Knights Apparel Inc.	07/01	03/31/2010
Mr. Bar-B-Q Inc.	03/09	03/31/2010	Pro Specialties Group	12/05	12/31/2008
Mr. Men/Little Miss by Top Line Scrm Printing	03/09	06/30/2009	Pro-Ad Sports Inc.	06/07	03/31/2009
Mugworld Inc.	07/05	06/30/2009	Pro-Line Cap Company	08/01	09/30/2009
Multiflex Designs	08/07	06/30/2009	Proforma Faith Marketing	08/06	09/30/2009
Mundi/Westport Corporation	07/92	12/31/2011	ProMark Emblems dba Team ProMark	01/00	12/31/2008
MV Sport	01/91	06/30/2011	Promos Adv. Prods.	08/03	09/30/2009
My Campus Adventure Inc.	06/08	06/30/2009	Promotional Partners Worldwide	06/07	03/31/2009
My Team Ltd.	12/04	06/30/2009	PSA Essentials	05/07	06/30/2009
N Zone Sportswear	10/97	06/30/2009	Pure Country Inc.	09/03	06/30/2009
Name In The Game LLC	11/04	12/31/2009	Puremco Games & Toys Inc	05/07	06/30/2009
Natural Water Company	09/06	09/30/2009	Quik Print of Tulsa Inc.	11/08	12/31/2009
Neil Enterprises Inc.	11/89	06/30/2010	R-Texx Enterprises Ltd.	09/06	03/31/2009
New Agenda	09/01	03/31/2010	R.F.S.J. Inc.	01/92	12/31/2010
New Creative Enterprises	03/99	09/30/2010	Rack Hat Company	10/97	09/30/2009
New Era Cap Co. Inc.	01/89	12/31/2009	Rally Face Inc.	10/07	03/31/2009
New World Graphics	05/04	12/31/2008	Recognition Co.-The	12/05	12/31/2009
News Printing & Publishing Co. Inc. of Worcester	10/04	03/31/2009	Red Oak Sportswear by Knights Apparel	09/85	03/31/2010
Next Inc. dba NCC Apparel	12/00	12/31/2008	Red River Photo Services Inc.	02/09	03/31/2010
Nike by Haddad Apparel Group	08/01	06/30/2011	Renaissance Imports Inc.	06/97	12/31/2010
Nike Golf	08/03	12/31/2008	Reyn Spooner Inc.	02/04	09/30/2009
NIKE USA Inc.	10/97	12/31/2008	Rhinotronix LLC	11/04	06/30/2009
North American Licensing Company LLC	02/07	06/30/2009	Rhode Island Novelty	11/08	06/30/2011
North Pole LLC	06/02	06/30/2009	Rick Anderson Enterprises	06/07	06/30/2009
Northwest Company LLC-The	01/97	09/30/2010	Rico Industries/Tag Express	10/97	12/31/2010
Noteworthy Collections Inc.	09/07	06/30/2009	Riddell Inc.	11/93	03/31/2009
Oarsman Sportswear	03/94	12/31/2009	Right Thought Pens	06/03	03/31/2009
Ohio Stoneware	07/08	12/31/2009	Rivalry Distributing	07/03	12/31/2009
OK Quality Printing	11/05	12/31/2009	Roaring Spring Blank Book Co.	06/94	09/30/2010
OK Tailgaters LLC	03/09	03/31/2010	Roland Group-The	08/03	09/30/2009
Oklahoma Dept. of Career Tech Printing	04/06	06/30/2009	Ronda Roush Studios	04/03	12/31/2009
Old World Christmas	02/09	03/31/2010	Royce Apparel Inc.	12/08	06/30/2009
Olde Country Reproductions	09/97	06/30/2009	Ruppshirts Inc.	04/97	06/30/2010
Opolis Clothing Company LLC	08/08	06/30/2009	Russell Corporation	09/83	03/31/2010
Original Pottery Painter-The	08/07	03/31/2009	Ruth Kelly Studio	11/07	12/31/2010
Orion Photo Industries Inc.	06/07	09/30/2009	S.E. & M. Monogramming	07/90	12/31/2009
Osu Student Union Bookstore	11/89	12/31/2009	Saltbox Primitive Signs	03/07	03/31/2009
OT Sports Industries Inc.	09/08	06/30/2009	Samsill Corporation	11/93	12/31/2009
OU Printing Services	03/06	06/30/2009	Santa's Workshop Inc. (OH)	11/03	03/31/2009
Outdoor Cap Company Inc.	09/92	03/31/2010	Sara Lynn Togs	10/03	12/31/2010
Outerstuff Ltd.	07/97	12/31/2008	SC Sports Inc.	04/00	09/30/2009
Oxbay	02/03	12/31/2009	Schroeder's Signs	06/00	03/31/2009
P. Michael Inc.	08/07	06/30/2009	Schult Sports Inc.	07/96	09/30/2009
Pacific Direct	08/03	12/31/2009	Scrub Zone	11/08	06/30/2009
Party Animal - The	05/03	09/30/2009	SDS Design Associates Inc.	05/05	03/31/2009
Patch Products Inc.	05/05	12/31/2010	Seasonal Designs Inc	12/03	06/30/2009
Patina Products	10/08	12/31/2009	Seasons Jewelry	07/06	06/30/2011
Picnic Time Inc.	05/07	09/30/2009	Seneca Foundry dba Designcast Specialties	12/07	12/31/2009
Pine Decals	01/95	12/31/2010	Sewing Concepts	10/00	09/30/2010
Pine Hosiery Mills Inc.	04/90	06/30/2009	Shell Creations Inc.	03/06	06/30/2009
Ping	08/98	06/30/2009	Shosommo LLC	10/08	09/30/2009
PNY Technologies Inc.	09/05	03/31/2009	Signature Announcements Inc.	09/01	06/30/2009
Premier Agendas Inc.	08/04	06/30/2009	Silver Knight Sales & Marketing	12/04	12/31/2008
Primary Colors by GRITS	08/06	12/31/2008	Silver Ray Inc.	06/05	03/31/2009
Prime Finish LLC	10/01	09/30/2010	Simply Home	01/07	03/31/2009

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Siskiyou Buckle Co.	02/03	06/30/2009	TGI Enterprises Inc.	09/05	09/30/2009
Skinit Inc.	12/05	12/31/2009	Third Street Sportswear	11/86	12/31/2008
Smart Dog Products	11/97	06/30/2009	Thirstystone Resources Inc.	03/03	09/30/2010
Smarter Media	08/07	09/30/2009	Toegoz Inc.	02/01	06/30/2011
Smartphones Technologies Inc.	12/07	09/30/2009	Tofasco of America Inc	11/99	03/31/2009
SMI Creations Ltd.	07/05	09/30/2009	Tommy Hilfiger Golf by Club Colors	07/03	12/31/2008
Smiling Bulldog Enterprises LLC	06/07	12/31/2008	Top Flight Inc	01/06	06/30/2009
SMISC Holdings, Inc. dba SMI Properties	06/07	06/30/2009	Top Line Scrm Printing & Embroidery	08/07	06/30/2009
Smith Dryden LLC	12/98	12/31/2009	Top Of The World	09/88	12/31/2009
Sock Guy	08/07	06/30/2009	Topperscot LLC	12/82	12/31/2010
Softwater Service Inc.	01/94	03/31/2011	Topsox	01/95	12/31/2009
Southwestern Stationery & Bank Supply Inc.	03/06	03/31/2010	Torbett Printing Company	06/06	06/30/2009
SPAR Promotions LLC dba Wallcrashers	11/07	12/31/2009	Toy Factory LLC	09/05	06/30/2011
Spectra Press Inc.	04/06	06/30/2009	Trademarx Wallcoverings Inc.	12/97	03/31/2009
Spirilyte LLC	10/06	09/30/2009	Traditions Artglass Studios LLC	10/00	12/31/2010
Spirit Products Ltd./MA	09/92	09/30/2009	Transcript Press LLC	01/06	09/30/2009
Sport Collectors Guild Inc	10/01	12/31/2009	Treasures & Trinkets Inc.	11/05	03/31/2009
Sports Antenna Cap Inc.	06/99	12/31/2008	Trends International LLC	06/05	12/31/2009
Sports Brand Inc.	12/02	09/30/2009	Tri-Lake Inc.	05/94	03/31/2009
Sports Coverage Inc.	07/93	03/31/2009	Tribute Products	10/07	12/31/2009
Sports Fan Products LLC	07/05	06/30/2009	Triple T Trading	05/03	09/30/2010
Sports Solution LLC	04/01	09/30/2009	Turn of the Century Enterprises	07/02	09/30/2009
Sports Specialties	10/07	12/31/2008	Turner Acquisition Inc.	10/97	03/31/2011
Sports Tissues LLC	03/09	03/31/2010	Twins Enterprise Inc.	12/87	12/31/2011
Sportschest LLC	11/06	09/30/2009	Two Fish Concepts LLC	12/07	03/31/2009
St. Berg Couture LLC	12/08	12/31/2009	U-Name It	08/07	12/31/2009
Stamps.com	09/06	09/30/2009	U-Trau Inc.	12/94	12/31/2011
Staples (OK)	06/06	06/30/2009	U-Wrap Inc.	10/08	12/31/2009
Stardock Systems Inc.	02/07	12/31/2009	Under Armour by Gear For Sports	06/06	06/30/2011
Sterling Contract Packaging dba Seven Sons	09/89	09/30/2009	Unique Sports Products Inc. (GA)	06/03	03/31/2009
Stillwater Screenprinting	03/98	03/31/2011	University Blanket & Flag Corp	02/91	06/30/2010
Stockdale	06/96	09/30/2010	University Frames (CA)	03/02	12/31/2010
Storm Duds Raingear	11/06	06/30/2011	University Lip Balm Co.	05/03	12/31/2009
Strand Art Company	01/95	12/31/2008	University Silkscreen	09/02	12/31/2011
Sun Hog Products	05/96	06/30/2009	Usa Licensed Bows	08/07	12/31/2009
Sun Mountain Sports/MT	01/09	12/31/2008	USA Screen Printing & Embroidery Co	12/93	03/31/2009
Sunbelt Sports Sales	08/03	06/30/2011	Vantage Custom Classics	10/95	03/31/2009
Superior Labels Inc.	04/03	09/30/2009	Varsity Quilts Inc.	03/04	12/31/2009
Superior Neckwear Of Florida	10/04	03/31/2009	Vermont Originals	10/07	03/31/2009
Sutter's Mill Specialties	11/02	12/31/2009	Vesi Inc.	07/99	09/30/2010
Sweetest Queen Bee Art and Design	01/07	03/31/2009	VF Imagewear Inc.	01/91	03/31/2010
T-Shirt International Inc.	03/04	09/30/2009	Viatran Inc.	04/96	03/31/2010
Tagler Designs	07/08	06/30/2009	Victoria's Secret by 5th & Ocean	10/08	06/30/2010
Tailgate Zone Inc.	05/06	09/30/2009	Victoria's Secret by Jones & Mitchell Sportswear	10/08	12/31/2008
Tchotchke's	09/98	03/31/2010	Victoria's Secret by Renaissance Imports Inc.	10/08	12/31/2010
Team Athletics	01/07	12/31/2008	Vineyard Vines LLC	02/09	06/30/2009
Team Beans LLC	01/01	06/30/2009	Vive La Fete Inc.	10/08	03/31/2009
Team Dynamics	01/89	03/31/2009	Walker Companies	07/05	06/30/2009
Team Edition Apparel Inc.	06/88	12/31/2009	Wave 7 Technologies Corporation	10/06	12/31/2009
Team Effort Inc.	01/90	03/31/2011	Western Printing Company Inc.	12/08	12/31/2009
Team Gift Shop Inc.	08/07	09/30/2009	Westrick Paper Co.	08/05	09/30/2010
Team Golf	05/02	09/30/2009	Whirley Industries Inc.	01/91	03/31/2011
Team Sports America Inc.	10/01	09/30/2010	Wincraft Inc.	01/91	03/31/2010
TeamHeads	10/05	06/30/2009	Wine Things Unlimited	11/08	06/30/2009
TEI	01/08	12/31/2011	Winning Streak Sports LLC	09/99	12/31/2009
Tervis Tumbler Company	05/01	06/30/2010	Wolf Manufacturing Company Inc.	02/08	03/31/2009
			Woodcrest Litho.	09/06	09/30/2009

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Oklahoma State University

Worldwide Printing & Distribution Inc.	05/06	06/30/2009
York Wallcoverings Inc.	03/07	12/31/2009
Za-Meks	06/02	06/30/2009
Zelosport	03/07	09/30/2009
Zephyr Graf-X	05/95	03/31/2010
Zeppelin Products Inc.	04/00	03/31/2009

College Vault by Collegiate Pacific Company	03/09	12/31/2011
College Vault by Drew Pearson Marketing LLC	06/08	03/31/2009
College Vault by Spirit Products Ltd.	03/07	03/31/2009
College Vault by Tailgate Clothing Co.	01/07	03/31/2009
College Vault by Twins Enterprise Inc.	03/07	03/31/2009
College Vault by Wildcat Apparel Group Inc.	09/08	06/30/2009
College Vault by Winning Streak Sports LLC	03/07	03/31/2009

OU vs. OSU Bedlam Series

612 Licensees

American Promotions Inc.	05/06	12/31/2009
Baby Divided - A	10/08	09/30/2009
Cadre Athletic Inc.	09/07	12/31/2008
Causley Productions Inc.	10/03	03/31/2009
Chris' University Spirit	09/05	06/30/2009
Collegiate Marketing Services	12/08	12/31/2009
Creative Apparel Concepts Inc.	10/07	12/31/2008
Dumdamers Originals	05/08	06/30/2009
Eskimo Joe's Promotional Products Group Inc.	11/08	09/30/2009
J America	11/08	06/30/2009
Knights Apparel Inc.	09/08	03/31/2010
New Agenda	08/06	03/31/2010
New World Graphics	10/04	12/31/2008
Next Inc. dba NCC Apparel	10/07	12/31/2008
Promos Adv. Prods.	10/04	09/30/2008
Red Oak Sportswear by Knights Apparel	11/03	03/31/2010
Ruppshirts Inc.	09/06	06/30/2010
Top Of The World	08/07	12/31/2009
Tri-Lake Inc.	10/07	03/31/2009
University Silkscreen	09/03	12/31/2011
USA Screen Printing & Embroidery Co	02/03	03/31/2009
VF Imagewear Inc.	10/07	03/31/2010
Viatran Inc.	10/07	03/31/2010

Youth League Team Dealer

Outdoor Cap Company Inc.	07/07	03/31/2010
Russell Corporation	08/07	03/31/2010

Exclusive Headwear Program

Twins Enterprise Inc.	07/06	06/30/2009
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Private Label Program

TMAX by Top of the World	09/08	12/31/2009
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Promotions

Akzo Nobel Paints LLC dba Glidden	04/06	06/30/2009
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Special Projects

Donruss Playoff LP	04/07	03/31/2009
Donruss Playoff LP (Alternative Sports)	11/07	09/30/2010
EA Sports Basketball	01/95	06/30/2010
EA Sports Football	08/98	06/30/2011
Press Pass Inc.	05/07	03/31/2009
Upper Deck Company LLC -The	05/07	03/31/2009

Special Rate Program

Imperial International Div. of H. Betti Industries	04/08	03/31/2010
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COLLEGE VAULT

College Vault by Asgard Press	11/06	03/31/2009
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

OKLAHOMA STATE UNIVERSITY,	)	Opposition No. 91187908
)	
Opposer,	)	Application No. 77/383,001
)	
v.	)	Mark: COWBOYADE
)	
SUPER BAKERY, INCORPORATED,)	
)	
Applicant.)	

EXHIBIT D TO THE DECLARATION OF J. MATTHEW PRITCHARD

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

AIR FORCE ACADEMY ATHLETIC)	
ASSOCIATION, BOISE STATE	)	Opposition Nos.
UNIVERSITY, CORPORATION OF)	
GONZAGA UNIVERSITY d/b/a	)	91187921
GONZAGA UNIVERSITY, KANSAS	)	91187905
STATE UNIVERSITY, UNIVERSITY	)	91187792
OF NOTRE DAME DU LAC,	)	91187927
OKLAHOMA STATE UNIVERSITY,	)	91187917
UNIVERSITY OF GEORGIA	)	91187908
ATHLETIC ASSOCIATION, INC.,	)	91187796
THE UNIVERSITY OF KANSAS,	)	91187930
UNIVERSITY OF MIAMI, THE	)	91187924
REGENTS OF THE UNIVERSITY OF	)	91187907
MICHIGAN, BOARD OF REGENTS OF	)	91187920
THE UNIVERSITY OF WISCONSIN	)	91187906
SYSTEM, UNIVERSITY OF WYOMING))	
)	
	)	Opposers,
)	
vs.	)	CONFIDENTIAL
)	
SUPER BAKERY, INC.,)	ATTORNEYS' EYES ONLY.
)	
)	Applicant.)
)	

DEPOSITION OF FRANCO HARRIS

THURSDAY JUNE 4, 2009

* * * * *



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1 A. Geared up Super Bakery.

2 Q. At the time Super Bakery started, what was the
3 business?

4 A. Nutritional bakery products, mainly donuts and
5 cinnamon buns. And our main market at that time were
6 the school systems.

7 Q. Does Super Bakery still sell those products?

8 A. Yes.

9 Q. Does it still primarily sell to school
10 systems?

11 A. Like, that would still be our biggest market,
12 yes.

13 Q. What other markets are you in?

14 A. Military, you know, we do some -- well, we do
15 health care. Some college, universities. Super
16 Bakery would be -- we do a little bit in restaurants
17 with our breads and stuff like that.

18 Q. Do you sell in all 50 states?

19 A. Yes.

20 Q. Are you actively involved in the business?

21 A. Uh-huh.

22 Q. This is a minor thing, but you have to say yes
23 or no.

24 A. I'm sorry. Yes.

25 Q. It is hard to read.



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1 A. I'm sorry.

2 Q. You mentioned some of the customers for Super
3 Bakery's products are colleges and universities. Can
4 you give me examples of colleges and universities.

5 A. Some have used some of our organic breads here
6 and there. Some have used donuts here and there.

7 Q. Which colleges and universities?

8 A. I couldn't tell you.

9 Q. Is there somebody at the company who is
10 involved on the sales side who would keep a list of
11 who the customers are for Super Bakery?

12 A. We have regional salespeople who would know
13 that sort of stuff. Let me take that back.

14 Would they know every place a distributor
15 takes it? They wouldn't know every place a
16 distributor takes it.

17 Q. To the extent the company is aware that it
18 sells products to colleges and universities, someone
19 at the company should be able to tell us which
20 colleges and universities?

21 A. Probably.

22 Q. You mentioned that you sell to distributors.
23 Is that the primary customer of Super Bakery?

24 A. Yes. We sell to distributors, yes.

25 Q. Then the distributors, in turn, will sell to



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1 the school system or hospital or restaurant?

2 A. Once we sell to a distributor, we have nothing
3 to do, you know, they do what they do with it.

4 Q. How many distributors do you sell to?

5 A. I don't know that answer.

6 Q. Is it more than 50?

7 A. I would say yes.

8 Q. It is a long list of distributors?

9 A. Yes.

10 Q. Again, I take it somewhere at the company,
11 there would be a list of who the distributors are?

12 A. Absolutely.

13 Q. You mentioned school systems and you
14 separately mentioned colleges and universities. When
15 you are talking about school systems, you are talking
16 about elementary, junior high, high school?

17 A. Right, K through 12. We do Head Start
18 programs, too.

19 Q. Where is Super Bakery based?

20 A. In Pittsburgh.

21 Q. Does it have other offices?

22 A. Yes.

23 Q. Where are the other offices?

24 A. Tyrone, Pennsylvania; Cleveland, Ohio;
25 Cincinnati, Ohio.



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1 Q. You mentioned that you have regional sales
2 reps. How are the regions broken down?

3 A. We have four, they work out of their home.
4 Northeast, southeast, how to describe it, it would be
5 upper part of the north, and then south, southwest.

6 Q. Essentially northeast, southeast, northwest,
7 southwest?

8 A. Basically. Some states go like this
9 (indicating), but the whole country is broken into
10 four regions.

11 Q. Do the salespeople work out of their homes in
12 those regions? Are they physically in those regions?

13 A. Yes. That is where they are based, yes.

14 Q. Are they employees of the company?

15 A. Yes.

16 Q. Do they work on commissions?

17 A. Salaries.

18 Q. How does Super Bakery promote its products?

19 A. We really don't.

20 Q. How do the salespeople make the sales?

21 A. Call on customers.

22 Q. So, the salespeople go and speak with the
23 distributors directly?

24 A. They can go, you know, talk to the school
25 systems.



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1 Q. Do they have --

2 A. They do both, distributors and school systems.

3 Q. Do they have written materials that they hand
4 out to the customers and distributors that tell them
5 about the products?

6 A. Yes. They can go online and look at it.

7 Q. Does the company have a website?

8 A. No.

9 Q. Where do they go online to look at it?

10 A. There is a closed site that only people have
11 access to the product list they can go on.

12 Q. You give them a password and they can get on?

13 A. Right.

14 Q. Do you know what the web address is?

15 A. Not really.

16 Q. It is bookmarked somewhere?

17 A. I can get it for you.

18 Q. So I have a sense, since I haven't been on the
19 site, what kind of materials are available in the
20 password protected website?

21 A. All the products that we have.

22 Q. Product descriptions are on there?

23 A. Yeah. You know, how many in a case, how much a
24 case weighs, you know what I mean.

25 Q. Price list?



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1 A. How many cases on a pallet. The price list.
2 That sort of thing, yeah.

3 Q. Are there pictures of the products?

4 A. Could be pictures of some of the products,
5 yes.

6 Q. Are the primary products still the donuts and
7 cinnamon buns you started with?

8 A. I would say those are the primary products,
9 yes.

10 Q. What other products does the company offer?

11 A. You mean beside the donuts and the buns?

12 Q. Yes.

13 A. Mini cakes, organic breads and tortillas.
14 Also, we just started a liquid division a couple years
15 ago. So we have a water now that we offer, called
16 Calcium 20. Muffins, danishes.

17 To the military we sell meal kits, frozen meal
18 kits, shelf stable meal kits.

19 We have like a hundred and some, I can't
20 remember them all.

21 Q. You mentioned that you started a liquid
22 division a couple years ago. Tell me about that
23 division.

24 A. Thought that would get your attention.

25 Q. I'm listening, don't worry.



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1 A. No, years ago, we felt that the liquid foods
2 is a food of the future.

3 Q. When you say you started the division, did you
4 formally hire someone to run that part of the
5 business, or what do you mean when you formed the
6 liquid division?

7 A. When we do something new, I usually head it
8 up. The rest of our people deal with the core
9 business. We are small business. A new venture, a
10 lot of times I am the one that heads it up.

11 Q. You said currently the product being offered
12 in the liquid division is Calcium 20. Are there any
13 other liquid products being offered?

14 A. Not at this time.

15 Q. Tell me about the Calcium 20 product, what is
16 it?

17 A. Natural calcium spring water.

18 Q. Is it a bottled water product?

19 A. Yes, it is.

20 Q. You mentioned a variety of different customers
21 for your food products, school systems, military,
22 health care, restaurants. Which of those are
23 customers of the Calcium 20 product?

24 A. Right now, we have -- just starting out with
25 restaurants, convenience store, and we're taking it to



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1 the National School Show later this month.

2 Q. How long have you offered the Calcium 20
3 product for sale?

4 A. Probably maybe four, five months, something
5 like that.

6 Q. You said it is being sold right now to
7 restaurants. Approximately how many restaurants?

8 A. I don't know. I mean, right now, we are right
9 in the Pittsburgh area. Our first school show will be
10 the end of June we will go to.

11 Q. What is the name of the school show you
12 attend?

13 A. The National School Association.

14 Q. It is a trade show?

15 A. Yes, yes. It is the main, big show. People
16 from all over the country come to that show.

17 Q. Does Super Bakery attend any other trade shows
18 besides the National School Association trade show?

19 A. Oh, sure.

20 Q. What other trade shows?

21 A. On a national basis? We go to the National
22 School Show, National Restaurant Association show a
23 couple years ago, we haven't done that a couple years.
24 The regions do a lot of regional, state shows, mainly
25 for distributors, distributor shows or state school



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1 Q. Did he mention the name Lionade to you during
2 the initial meeting?

3 A. No, he didn't.

4 Q. The point you were testing the product on the
5 football players, was it known as Lionade at that
6 point?

7 A. Yes.

8 Q. Who came up with the Lionade name?

9 A. I did.

10 Q. How did you come up with that name?

11 A. It sounded good.

12 Q. I take it the Lion part is because you were at
13 Penn State, they are the Nittany Lions, is that fair?

14 A. Like, that might have something to do with it.

15 Q. Is there anything else that it has to do with,
16 other than the Nittany Lions?

17 A. Well, you know, when you think about it, you
18 know, there's a lot of opportunity there in a lot of
19 other ways.

20 Q. What other ways?

21 A. I mean, could it be a national brand where you
22 can think about it. As other people have done. So
23 you have to look at it is it national, or are there
24 enough users out there for the name in other ways.

25 Q. Help me understand. When you say could it be



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1 process."

2 I will show that to you so you can have that
3 in front of you when I ask my questions.

4 Is that an accurate summary of how you
5 selected these marks?

6 MR. McILVAINE: Take a minute to read it.

7 A. (Witness reviews document.)

8 That's correct.

9 Q. When you say, "iconic mascot names", what do
10 you mean by "iconic"?

11 A. I don't know. I have no idea.

12 Q. It was -- setting aside the iconic word, it
13 was your intent when you --

14 A. You mean like icons?

15 Q. Yes.

16 A. Well, you know, being involved in sports,
17 okay, we were called the Red Devils. In doing a
18 sports drink, I looked at mascots of a lot of teams, a
19 lot of teams use and like, also, I looked at some
20 other factors.

21 I looked at, you know, some geographical areas
22 that could be iconic to some people. In different
23 ways. So, iconic mascots, other things that relate to
24 people. When I did some of that.

25 Q. I guess some of are city names, Miamiade,



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1 wanted to go with.

2 Q. You are aware that Wisconsin's mascot is a
3 badger, right? They are the badgers?

4 A. I mean, I am aware of that, yes.

5 Q. Was it because Wisconsin is the badgers, is
6 that one of the reasons you selected Badgerade?

7 A. As I said, my first, you know, market entry
8 will be K to 12. We will see what makes sense. In
9 the end. Just like any business, some will fall and
10 some will make it. We have to see.

11 Q. In terms of your selection of badger as one of
12 the mascots, was the fact that that is Wisconsin's
13 mascot one of the reasons you selected the Badgerade
14 mark?

15 A. As I said, mascots I looked at -- I look at
16 everything. I look at high schools, we look at
17 there's colleges, universities. There's clubs using
18 stuff. I look at geographical areas, you know, states
19 use certain things. A lot of things that encompass
20 it. Most of the time there's not just one.

21 Q. I understand that generally, but my question
22 is with regard to the Badgerade mark, was one of the
23 reasons that it was selected because Wisconsin's
24 mascot is the badgers?

25 A. Well, that would, say, be one of the reasons.



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1 Q. With regard to the Badgerade mark, have you
2 given any thought to the colors you might use on the
3 packaging?

4 A. Yes.

5 Q. Have you considered using red and white on the
6 packaging?

7 A. We have to be sensitive to the color
8 combinations of your suit.

9 Q. Of Wisconsin?

10 A. Of your suit, I will put it that way.

11 Q. Why is it that you need to be sensitive to the
12 color combinations of the schools?

13 A. I'm saying we are sensitive to the -- we are
14 sensitive because of your suit. Because of your --

15 Q. The lawsuit, the complaint?

16 A. Right, right.

17 Q. Prior to us initiating the opposition, had you
18 considered using red and white in connection with the
19 Badgerade mark?

20 A. If that is a yes or no answer, I would say no.

21 Q. What colors did you consider for the Badgerade
22 packaging?

23 A. That was not decided.

24 Q. Is it fair to say that the customers that you
25 would anticipate pitching the Badgerade product to



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1 against Broncoade has been suspended pending some
2 settlement discussions. Have you resolved this
3 dispute with the NFL yet?

4 A. We are in discussions, yes.

5 Q. What is your understanding of the reason why
6 the NFL opposed the Broncoade mark?

7 MR. McILVAINE: Objection, calls for
8 speculation.

9 A. I would not answer that legally.

10 Q. I am not asking legally. Do you have an
11 understanding why they had an issue with Broncoade?

12 A. Because of the Denver Broncos. I can guess
13 that is the right answer.

14 MR. McILVAINE: It is just a guess.

15 Q. Let me ask you about Bulldogade. When you
16 selected the name Bulldogade, did the University of
17 Georgia or Gonzaga University's bulldog mascot play
18 any role in that selection?

19 A. Once again, it is a widely used mascot.

20 Q. Was, for example, the University of Georgia
21 bulldog mascot one of the reasons, one of many?

22 A. One of many.

23 Q. I was going to ask this with regard to each
24 one, I will ask once from here on out.

25 Have you spoken with any of the colleges who



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1 have opposed your applications or did you speak with
2 any of them to ask permission or seek a license before
3 adopting these marks?

4 A. No.

5 Q. With regard to Bulldogade, is it correct that
6 the target customers of the Bulldogade sports drink
7 would be fans, students, alumni of institutions that
8 have bulldog as their mascot?

9 A. That would be one of the markets.

10 Q. Did you have any discussions with your team
11 about the use of colors on the Bulldogade packaging?

12 A. So you know, we have not done that for any of
13 them.

14 Q. We will cut to the chase on that, too.

15 A. So you know that.

16 Q. Have you had any sales of the Bulldogade
17 products?

18 A. Just so you know, we have no sales. You guys
19 came down on us quickly.

20 Q. In terms of anticipated sales, would the goal
21 be to sell the Bulldogade product nationwide as well?

22 A. That would be the.

23 Q. Yes?

24 A. Yes.

25 Q. Turning to Catade --



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1 A. Just so -- for the answer, as many of these
2 that can go nationwide, we will take them nationwide.
3 As many that can hold up nationally, we will do that.
4 Just so you know that, that is our goal overall.

5 Q. So, as to all of these, the plan would be to
6 sell them nationwide?

7 A. Sell them as many places as we can.

8 Q. Turning to Catade, at the time that you
9 developed Catade, I take it you selected that because
10 a number of institutions, schools and teams use the
11 name cats or wildcats?

12 A. Yes.

13 Q. At the time were you aware that Kent State and
14 Kansas State were the Wildcats?

15 A. I guess I will put it this way: I am not
16 familiar with every college, but I know that there's a
17 lot of cats, wildcats out there.

18 Q. In your selection of the name Catade, am I
19 correct that part of that decision was because schools
20 like Kansas State and others use wildcat as their
21 mascot, it would appeal to their students and fans?

22 A. Well, I mean, you asked me a question, would
23 it appeal to them.

24 Q. In terms of your design and plans for the
25 mark, the reason you selected Catade was because



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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

OKLAHOMA STATE UNIVERSITY,	)	Opposition No. 91187908
)	
Opposer,	)	Application No. 77/383,001
)	
v.	)	Mark: COWBOYADE
)	
SUPER BAKERY, INCORPORATED,)	
)	
Applicant.)	

EXHIBIT E TO THE DECLARATION OF J. MATTHEW PRITCHARD

OKLAHOMA STATE UNIVERSITY.

y.

SUPER BAKERY, INC.,

Applicant.

In the matter of Application
Serial No. 77/383,001
for the mark COWBOYADE
Opposition No. 91187908

On the basis of information now known, and without waiving any objection or admitting the relevance of any of the information sought, Opposer Oklahoma State University (“Opposer” or the “University”) states the following objections and responses to Applicant Super Bakery, Inc.’s (“Applicant”) First Set of Interrogatories to Opposer.

A. The University objects to the interrogatories in their entirety and to each interrogatory to the extent that the information sought is protected from discovery by the attorney-client privilege or the work product doctrine or would disclose the mental impressions, conclusions, opinions, or legal theories of counsel and, as such, is protected from discovery.

B. The University objects to the interrogatories in their entirety and to each interrogatory to the extent that they attempt to impose obligations upon the University inconsistent or greater than the Federal Rules of Civil Procedure.

C. The University objects to the interrogatories in their entirety and to each

interrogatory to the extent that they seek disclosure of confidential or proprietary business information of the University.

D. The University objects to the interrogatories in their entirety and to each interrogatory to the extent that they prematurely call for the disclosure of information that the University may obtain through discovery or trial.

E. The University objects to the interrogatories in their entirety and to each interrogatory to the extent that they call for the University to “identify each date” or “identify each person,” if such request would require the identification of cumulative or duplicative information or otherwise would impose a burden on the University that outweighs the benefit of the information sought.

F. To the extent that the interrogatories are unlimited in time, the University objects that the interrogatories are overbroad and unduly burdensome or seek information not within the possession, custody, or control of the University.

G. The University objects to the interrogatories in their entirety and to each interrogatory to the extent that it seeks information not within the University’s possession, custody, or control.

H. The statement that responsive documents will be produced in accordance with Rule 33(d) of the Federal Rules of Civil Procedure does not necessarily indicate that the University in fact has any responsive documents presently within its possession, custody, or control.

I. The University objects to each interrogatory to the extent that it seeks the disclosure of information that is irrelevant to the subject matter of this Opposition proceeding

and not within the categories reasonably calculated to lead to the discovery of admissible evidence.

J. The following responses are based on information presently known by the University, and the University reserves the right to supplement the responses to these interrogatories during and upon completion of discovery.

DEFINITION

A. "University's Marks" shall mean all registered and unregistered trademarks owned by Opposer for the designations COWBOYS, COWGIRLS, OSU & Design, and COWBOYS & O Design, including but not limited to those described in Paragraphs 5-10 of the Notice of Opposition.

INTERROGATORIES

INTERROGATORY NO. 1

Identify all steps taken by Opposer to determine whether COWBOYADE is confusingly similar to any of Opposer's Marks or any other party [sic] trademarks, including but not limited to any investigation or search that has been conducted.

RESPONSE: In addition to the general objections, the University objects to this interrogatory on the ground that it calls for disclosure of information protected from discovery by the attorney-client privilege, the work product doctrine, or Fed. R. Civ. P. 26(b). The University further objects to this interrogatory to the extent that the information sought is within the possession, custody, or control of Applicant. Subject to these objections, the University responds that Applicant's manufacture, distribution, or sale of unlicensed and unauthorized products bearing the University's trademarks, or similar variations thereof, is likely to cause confusion, deception, and mistake by creating the false and misleading impression that Applicant's products are manufactured or distributed by the University or are associated or

connected with the University, or have the sponsorship, endorsement, or approval of the University. Specifically, Applicant's use of the designation COWBOYADE is likely to cause confusion amongst consumer because:

- Applicant has adopted the University's identical COWBOYS mark, except for the letter "s," and merely added the generic letter string "ADE" to indicate that the products offered under Applicant's COWBOYADE mark will be drinks. Applicant's Mark incorporates all but one letter of the University's COWBOYS mark as the dominant portion of Applicant's Mark.
- The University has been using the University's Marks in connection with its educational and athletic goods and services for over seventy years. Moreover, the University has been using its trademarks in connection with a broad range of goods and services for decades and well before Applicant filed its application to register the COWBOYADE mark. Accordingly, the University's Marks are incredibly strong in the relevant market.
- The parties' customers are identical. Applicant intends to target the University's core customers who are fans, students, and alumni of the University. Moreover, Applicant intends to sell its products bearing the COWBOYADE mark to schools, including colleges and universities.
- Applicant intends to sell unauthorized and unlicensed products that are nearly identical and directly competitive to the University's licensed products. The goods bearing Applicant's Mark, sports drinks, are similar to the goods and services offered under the University's Marks. The University has an extensive

licensing program through which it sells a variety of licensed goods, including food, beverage, and food- and beverage-related products.

- The channels of trade in which the University and its licensees distribute its products and Applicant intends to distribute its products are identical. The University's licensees sell goods bearing the University's Marks through virtually every channel of trade, including but not limited to wholesale outlets, retail stores, specialty stores, sporting-goods stores, and via retail websites on the Internet. Applicant's recitation of goods is not limited to any particular channel of trade. Accordingly, the parties' channels of trade overlap.
- Applicant's products are inexpensive sports drinks and, therefore, consumers are likely to exercise minimal care in shopping and selecting the product, thereby increasing the risk of confusion.
- The parties' marks will be advertised in the same forms of media. The University's Marks are featured in almost all forms of media, including but not limited to the Internet, printed publications, television, radio, magazines, and newspapers; and the University's Marks have been marketed, advertised, or promoted in such a wide variety of media for decades. Applicant intends to advertise its products on the Internet and in print advertising. Accordingly, the parties' marks will be advertised in the same forms of media.
- Applicant has not yet sold or offered for sale any goods bearing Applicant's Mark and, therefore, there cannot be any instances of actual confusion.
- Applicant has demonstrated a bad faith intent to trade on the goodwill of the University's Marks. Applicant was aware of the University's well-known

COWBOYS trademark before filing its application to register COWBOYADE.

Indeed, Applicant selected the COWBOYADE mark in part because of the University's iconic COWBOYS mascot. Moreover, Applicant's adoption of more than twenty marks incorporating the well-known mascot trademarks or nickname trademarks of various colleges and universities evidences a bad faith intent to trade on the University's Marks.

The University reserves the right to supplement and amend this response as additional information is obtained.

INTERROGATORY NO. 2

Identify each advertising agency that Opposer has retained to advertise or promote the sale of goods sold or to be sold in connection with Opposer's Marks, and for each such agency, identify the person responsible for such advertising and promotion and describe their role.

RESPONSE: In addition to the general objections, the University objects to this interrogatory on the ground that it is vague and ambiguous and fails to identify the information sought with reasonable particularity in that goods bearing the University's Marks are manufactured by third parties (e.g., licensees) and are advertised, marketed, and promoted by third-party licensees and retailers. Subject to the general objections, the University responds that it does not employ any advertising agency to advertise or promote the sale of goods bearing the University's Marks.

INTERROGATORY NO. 3

Identify each person who has been involved in the advertising, marketing, or promotion of goods sold or to be sold under Opposer's Marks.

RESPONSE: In addition to the general objections, the University objects to this interrogatory on the ground that it is vague and ambiguous and fails to identify the information sought with reasonable particularity in that goods bearing the University's Marks are

manufactured by third parties (e.g., licensees) and are advertised, marketed, and promoted by third-party licensees and retailers. The University further objects to this interrogatory on the ground that it is overbroad and unduly burdensome in that it requests identification of “each person”; the University licenses use of the University’s Marks to more than 600 licensees and many of those licensees have, in turn, sold licensed products to various third-party retailers who also advertise, market, and promote such products. Subject to these objections, the University responds that the University’s licensees advertise, market, or promote goods bearing the University’s Marks, and a list of such licensees has already been produced pursuant to Fed. R. Civ. P. 33(d).

INTERROGATORY NO. 4

Identify (by title, name of publication or entity, and type of media) each medium through which any goods have been marketed, advertised, or promoted under Opposer’s Marks and, for each category of goods, state the dates on which such marketing, advertising, or promotion occurred or is scheduled to occur.

RESPONSE: In addition to the general objections, the University objects to this interrogatory on the ground that it is vague and ambiguous and fails to identify the information sought with reasonable particularity in that goods bearing the University’s Marks are manufactured by third parties (e.g., licensees) and are advertised, marketed, and promoted by third-party licensees and retailers. The University further objects to this interrogatory on the ground that it is not limited in time, is overbroad, and is unduly burdensome in that it requests identification of “the dates” of any marketing, advertising, or promotion of goods bearing the University’s Marks. The University’s Marks have been marketed, advertised, or promoted in numerous mediums for decades. Subject to these objections, the University responds that the University’s Marks are featured in almost all forms of media, including but not limited to the

Internet, printed publications, television, radio, magazines, and newspapers; and the University's Marks have been marketed, advertised, or promoted in such a wide variety of media for decades.

INTERROGATORY NO. 5

Identify the dates on which each of Opposer's officers first became aware of the existence of Applicant and COWBOYADE.

RESPONSE: In addition to the general objections, the University objects to this interrogatory on the ground that the interrogatory calls for disclosure of information protected from discovery by the attorney-client privilege, the work product doctrine, or Fed. R. Civ. P. 26(b). Subject to these objections, the University responds that it became aware of the existence of Applicant and Applicant's COWBOYADE mark on or around the time Applicant's application to register the COWBOYADE mark was published for opposition.

INTERROGATORY NO. 6

Identify all officers of Opposer, including dates of employment with Opposer, all positions held during employment, the dates each position was held, and the city and state where each officer resides.

RESPONSE: In addition to the general objections, the University objects to this interrogatory on the ground that it is overbroad and unduly burdensome in that it is not limited in time. The University was founded in 1890 and has had thousands of officers since it was founded. The University further objects to this interrogatory on the ground that the information sought is irrelevant to the subject matter of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence. The University has asserted claims for trademark infringement and false suggestion of a connection, and information regarding the University's officers is not relevant to either claim. The University also objects to this interrogatory on the ground that it is unduly burdensome in that information regarding the University's current officers is publicly available online and can be easily obtained

by Applicant. Subject to these objections, the University responds that the employee responsible for maintaining and licensing the University's Marks is Kurtis Mason.

INTERROGATORY NO. 7

Identify each person Opposer may call as an expert witness in this proceeding and, with respect to each such expert, describe with particularity the subject matter about which the expert is expected to testify.

RESPONSE: In addition to the general objections, the University objects to this interrogatory on the ground that the interrogatory calls for disclosure of information protected from discovery by the attorney-client privilege, the work product doctrine, or Fed. R. Civ. P. 26(b). Subject to these objections, the University responds that it has not identified any expert witnesses it may call in this Opposition proceeding.

INTERROGATORY NO. 8

Identify each person (other than counsel) who participated in any way in the preparation of responses to these Interrogatories.

RESPONSE: Subject to the general objections, the University identifies Kurtis Mason, the University's Administrator of Trademarks and Licensing.

INTERROGATORY NO. 9

Identify any and all agreements between Opposer and the Collegiate Licensing Company concerning the use and licensing of Opposer's Marks.

RESPONSE: In addition to the general objections, the University objects to this interrogatory to the extent that it is overbroad and unduly burdensome in that it is not limited in time. Subject to these objections, the University responds that it will produce, pursuant to Fed. R. Civ. P. 33(d), non-privileged documents responsive to this interrogatory within its possession, custody, or control.

INTERROGATORY NO. 10

Identify every agreement with any person other than the Applicant or the Collegiate Licensing Company concerning the Opposer's use of Opposer's Marks.

RESPONSE: In addition to the general objections, the University objects to this interrogatory to the extent that it is overbroad and unduly burdensome in that it is not limited in time. For decades, the University has licensed use of the University's Marks in connection with a wide variety of goods and services. Subject to these objections, the University responds that it will produce, pursuant to Fed. R. Civ. P. 33(d), non-privileged documents responsive to this interrogatory within its possession, custody, or control.

INTERROGATORY NO. 11

Identify every use of Opposer's Marks, whether alone or in combination with any prefix or suffix to identify any drink, beverage, or food product.

RESPONSE: In addition to the general objections, the University objects to this interrogatory on the ground that it is overbroad and unduly burdensome in that it requests identification of "each use" of the University's Marks in connection with any drink, beverage, or food product. Subject to these objections, the University responds that the University's Marks are used in connection with a wide variety of food, beverage, and food- and beverage-related products and services. For example, the University has over 600 licensees many of which sell consumable goods bearing the University's Marks, including vitamin-enriched energy drinks, soft drinks, coffee, bottled water, lollipops, various sauces and seasonings, and tortilla chips. The University's licensees also sell food-related products bearing the University's Marks such as glassware, dishware, and sport and travel beverage bottles. Finally, food products are sold daily on the University's campus and at University events in close association with the University's Marks.

INTERROGATORY NO. 12

Identify every agreement with any person concerning any obligation due from Opposer to that person concerning the University's use, sale, or promotion of any beverage.

RESPONSE: In addition to the general objections, the University objects to this interrogatory on the ground that it seeks the disclosure of information that is irrelevant to the subject matter of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence. The University has asserted claims for trademark infringement and false suggestion of a connection, and agreements with third-parties concerning use, sale, or promotion of beverages are irrelevant to this Opposition proceeding. The University further objects to this interrogatory on the ground that it is overbroad and unduly burdensome in that it requests the University identify "every agreement" and is not limited in time. The University also objects to this interrogatory on the ground that it seeks confidential or proprietary business information of the University.

INTERROGATORY NO. 13

Identify any agreements between Opposer and The Coca-Cola Company or the current owner of United States Trademark Registration No. 1,832,856 for "POWERADE."

RESPONSE: In addition to the general objections, the University objects to this interrogatory on the ground that it seeks the disclosure of information that is irrelevant to the subject matter of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence. The University has asserted claims for trademark infringement and false suggestion of a connection, and agreements with The Coca-Cola Company or the owner of Reg. No. 1,832,856 are irrelevant to this Opposition proceeding. The University further objects to this interrogatory on the ground that it is overbroad and unduly burdensome in that it requests the University identify "any agreements" and is not limited in

time. The University also objects to this interrogatory on the ground that it seeks confidential or proprietary business information of the University.

INTERROGATORY NO. 14

Identify any agreements between Opposer and Stokely-Van Camp, Inc. or the current owner of United States Trademark Registration No. 848,245 for "GATORADE."

RESPONSE: In addition to the general objections, the University objects to this interrogatory on the ground that it seeks the disclosure of information that is irrelevant to the subject matter of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence. The University has asserted claims for trademark infringement and false suggestion of a connection. Agreements with Stokely-Van Camp or the owner of Reg. No. 848,245 are irrelevant to this Opposition proceeding. The University further objects to this interrogatory on the ground that it is overbroad and unduly burdensome in that it requests the University identify "any agreements" and is not limited in time. The University also objects to this interrogatory on the ground that it seeks confidential or proprietary business information of the University.

INTERROGATORY NO. 15

Describe in detail the circumstances under which Opposer first learned of Applicant's Marks, including but not limited to the identity of all person(s) involved.

RESPONSE: In addition to the general objections, the University objects to this interrogatory on the ground that the interrogatory calls for disclosure of information protected from discovery by the attorney-client privilege, the work product doctrine, or Fed. R. Civ. P. 26(b). Subject to these objections, the University responds that it became aware of Applicant's application to register the COWBOYADE mark on or around the time that it was published for opposition and identifies Michael Drucker of the Collegiate Licensing Company and the University's Administrator of Trademarks and Licensing, Kurtis Mason.

INTERROGATORY NO. 16

Identify the specific geographic regions where Opposer has sold, offered for sale, or intends to offer for sale goods under Opposer's Marks.

RESPONSE: In addition to the general objections, the University objects to this interrogatory on the ground that it is vague and ambiguous and fails to identify the information sought with reasonable particularity in that goods bearing the University's Marks are manufactured by third parties (e.g., licensees) and are advertised, marketed, and promoted by third-party licensees and retailers. Subject to these objections, the University responds that the University sells goods bearing the University's Marks on its website and on its campus, and the University's licensees sell goods bearing the University's Marks nationwide.

INTERROGATORY NO. 17

Describe the target or typical customers of goods sold or to be sold under Opposer's Marks.

RESPONSE: In addition to the general objections, the University objects to this interrogatory on the ground that it is vague and ambiguous and fails to identify the information sought with reasonable particularity in that goods bearing the University's Marks are manufactured by third parties (e.g., licensees) and are advertised, marketed, and promoted by third-party licensees and retailers. Subject to these objections, the University responds that the University's licensees sell goods bearing the University's Marks to all members of the general consuming public, including but not limited to students, alumni, and fans of the University.

INTERROGATORY NO. 18

Identify each customer who purchased goods offered for sale under Opposer's Marks.

RESPONSE: In addition to the general objections, the University objects to this interrogatory on the ground that it is vague and ambiguous and fails to identify the information sought with reasonable particularity in that goods bearing the University's Marks are

manufactured by third parties (e.g., licensees) and are advertised, marketed, and promoted by third-party licensees and retailers. The University further objects to this interrogatory on the ground that it is overbroad and unduly burdensome in that it requests identification of “each customer” who has purchased goods bearing the University’s Marks. The University has been using its trademarks in connection with a broad range of goods and services for decades, and the number of customers who purchased goods bearing the University’s Marks could be in the millions. The University also objects to this interrogatory on the ground that it seeks information not within the University’s possession, custody, or control since products bearing the University’s Marks are sold by the University’s licensees and/or third-party retailers. Subject to these objections, the University responds that a wide variety of consumers, including but not limited to students, alumni, and fans of the University, purchase goods bearing the University’s Marks.

INTERROGATORY NO. 19

List all goods sold or to be sold under Opposer’s Marks.

RESPONSE: In addition to the general objections, the University objects to this interrogatory on the ground that it is vague and ambiguous and fails to identify the information sought with reasonable particularity in that goods bearing the University’s Marks are manufactured by third parties (e.g., licensees) and are advertised, marketed, and promoted by third-party licensees and retailers. The University further objects to this interrogatory on the ground that it is overbroad and unduly burdensome in that it requests identification of “all goods” bearing the University’s Marks and it is not limited in time. Subject to these objections, the University responds that for decades, the University has licensed use of the University’s Marks in connection with a wide variety of goods. Pursuant to Fed. R. Civ. P. 33(d), the University has already produced documents identifying representative examples of licensed

products bearing the University's Marks and will produce additional documents identifying representative examples of licensed products bearing the University's Marks.

INTERROGATORY NO. 20

For each category of goods sold or to be sold under Opposer's Marks, identify and describe the channels of trade currently employed, or reasonably likely to be employed, in such sale.

RESPONSE: In addition to the general objections, the University objects to this interrogatory on the ground that it is vague and ambiguous and fails to identify the information sought with reasonable particularity in that goods bearing the University's Marks are manufactured by third parties (e.g., licensees) and are advertised, marketed, and promoted by third-party licensees and retailers. The University further objects to this interrogatory on the ground that it is overbroad and unduly burdensome in that it is not limited in time. Subject to these objections, the University responds that the University's licensees sell goods bearing the University's Marks through virtually every channel of trade, including but not limited to wholesale outlets, retail stores, specialty stores, sporting-goods stores, and via retail websites on the Internet.

INTERROGATORY NO. 21

Identify each person to whom communications from customers, potential customers, distributors, retailers, or members of the public regarding goods sold under Opposer's Marks is now or would be routed by Opposer.

RESPONSE: In addition to the general objections, the University objects to this interrogatory on the ground that it is vague and ambiguous and fails to identify the information sought with reasonable particularity in that goods bearing the University's Marks are manufactured by third parties (e.g., licensees) and are advertised, marketed, and promoted by third-party licensees and retailers. The University further objects to this interrogatory to the extent that it seeks information not within the University's possession, custody, or control.

Subject to these objections, the University identifies its Administrator of Trademarks and Licensing, Kurtis Mason.

INTERROGATORY NO. 22

Identify each person that has suggested in any way a belief that any goods sold or to be sold under COWBOYADE originated from, are sponsored, licensed, or otherwise affiliated with Opposer or goods or services offered under any of Opposer's Marks.

RESPONSE: In addition to the general objections, the University objects to this interrogatory to the extent that the information sought is within the possession, custody, or control of Applicant. The University further objects to this interrogatory on the ground that the interrogatory calls for disclosure of information protected from discovery by the attorney-client privilege, the work product doctrine, or Fed. R. Civ. P. 26(b). The University also objects to this interrogatory on the ground that it is vague and ambiguous in that Applicant has not yet sold or offered for sale any goods bearing the COWBOYADE mark.

INTERROGATORY NO. 23

State whether any customers or potential customers have asked whether any goods sold or to be sold under COWBOYADE are licensed, approved, sponsored, or otherwise authorized by Opposer, and, if so, provide the nature of the conversation, correspondence, communication, and the date(s) of occurrence.

RESPONSE: In addition to the general objections, the University objects to this interrogatory to the extent that the information sought is within the possession, custody, or control of Applicant. The University further objects to this interrogatory on the ground that the interrogatory calls for disclosure of information protected from discovery by the attorney-client privilege, the work product doctrine, or Fed. R. Civ. P. 26(b). The University also objects to this interrogatory on the ground that it is vague and ambiguous in that Applicant has not yet sold or offered for sale any goods bearing the COWBOYADE mark.

INTERROGATORY NO. 24

To the extent that your responses to Applicant's First Request for Admission are anything other than an unqualified admission, identify all facts, witnesses, and documents that support your response.

RESPONSE: In addition to the general objections, the University objects to this interrogatory on the ground that it is vague and ambiguous and fails to identify the information sought with reasonable particularity in that the term "unqualified admission" is not defined. The University further objects to this interrogatory on the ground that it is overbroad and unduly burdensome in that it requests identification of "all facts, witnesses, and documents" and it is not limited in time. Subject to these objections, the University responds that it will produce, pursuant to Fed. R. Civ. P. 33(d), non-privileged documents responsive to this interrogatory within its possession, custody, or control.

INTERROGATORY NO. 25

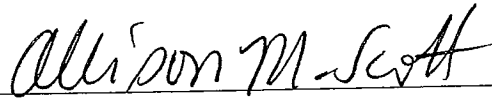
For each of Opposer's Registrations, identify

- a. the date of first use of the mark shown in such registration in connection with each of the goods identified in such registration;
- b. the date of first use in commerce of the mark shown in such registration in connection with each of the goods identified in such registration; and
- c. all documents concerning such date(s) of first use and first use [sic] in commerce.

RESPONSE: In addition to the general objections, the University objects to this interrogatory on the ground that it is unduly burdensome in that it seeks publicly available information within the Applicant's possession, custody, or control. The University further objects to this interrogatory on the ground that it is vague and ambiguous and fails to identify the information sought with reasonable particularity in that it requests "all documents" concerning the dates of first use. Subject to these objections, the University responds that it already has produced, pursuant to Fed. R. Civ. P. 33(d), documents reflecting the date of first use of the

University's Marks and the date of first use of the University's Marks in commerce in connection with the goods identified in the University's registrations and will provide additional non-privileged documents responsive to this interrogatory within its possession, custody, or control.

Dated: August 12, 2009.

A handwritten signature in cursive script, reading "Allison M. Scott", written over a horizontal line.

R. Charles Henn Jr.
Alicia Grahn Jones
Allison M. Scott
KILPATRICK STOCKTON LLP
1100 Peachtree Street
Suite 2800
Atlanta, Georgia 30309-4530
(404) 815-6500
Attorneys for Opposer

OKLAHOMA STATE UNIVERSITY,

Y.

SUPER BAKERY, INC.,

In the matter of Application
Serial No. 77/383,001
for the mark COWBOYADE
Opposition No. 91187908

I hereby certify that a true and correct copy of the foregoing OPPOSER'S RESPONSES TO APPLICANT'S FIRST SET OF INTERROGATORIES TO OPPOSER has been served on Applicant by mailing a copy on August 12, 2009, via first Class Mail, postage pre-paid, and addressed as follows:

John W. McIlvaine
The Webb Law Firm
436 Seventh Avenue
700 Koppers Building
Pittsburgh, PA 15219

Allison M. Scott
Allison M. Scott
Attorney for Opposer

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

OKLAHOMA STATE UNIVERSITY,)

)

)

)

Opposer,)

v.)

)

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)

SUPER BAKERY, INC.,)

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)

Applicant.)

In the matter of Application

Serial No. 77/383,001

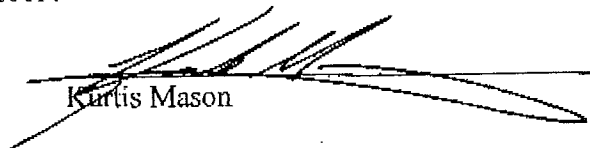
for the mark COWBOYADE

Opposition No. 91187908

**VERIFICATION OF OPPOSER'S RESPONSES TO APPLICANT'S
FIRST SET OF INTERROGATORIES**

I, Kurtis Mason, Administrator of Trademarks and Licensing at Oklahoma State University, state that I have read and understand the foregoing Opposer's Responses to Applicant's First Set of Interrogatories and verify that the facts stated therein are true to the best of my knowledge and belief. I thus execute this verification under penalty of perjury.

This 11 day of August, 2009.


Kurtis Mason

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

OKLAHOMA STATE UNIVERSITY,	)	Opposition No. 91187908
)	
Opposer,	)	Application No. 77/383,001
)	
v.	)	Mark: COWBOYADE
)	
SUPER BAKERY, INCORPORATED,)	
)	
Applicant.)	

EXHIBIT F TO THE DECLARATION OF J. MATTHEW PRITCHARD

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

OKLAHOMA STATE UNIVERSITY,)	
)	
)	
)	
v. Opposer,)	
	)	In the matter of Application
	)	Serial No. 77/383,001
	)	for the mark COWBOYADE
	)	Opposition No. 91187908
SUPER BAKERY, INC.,)	
)	
)	
Applicant.)	

**OPPOSER’S RESPONSES TO APPLICANT’S FIRST REQUEST FOR
ADMISSIONS TO OPPOSER**

On the basis of information now known, and without waiving any objection or admitting the relevance of any of the information sought, Opposer Oklahoma State University (“Opposer” or the “University”) states the following objections and responses to Applicant Super Bakery, Inc.’s (“Applicant”) First Request for Admissions to Opposer.

GENERAL OBJECTIONS

A. The University objects to the requests for admission in their entirety and to each request to the extent that the information sought is protected from discovery by the attorney-client privilege or the work product doctrine or would disclose the mental impressions, conclusions, opinions, or legal theories of counsel and, as such, is protected from discovery.

B. The University objects to the requests for admission in their entirety and to each request to the extent that they attempt to impose obligations upon the University inconsistent or greater than the Federal Rules of Civil Procedure.

C. The University objects to the requests for admission in their entirety and to each request to the extent that they seek disclosure of confidential or proprietary business information of the University.

D. The University objects to the requests for admission in their entirety and to each request to the extent that they prematurely call for the disclosure of information that the University may obtain through discovery or trial.

E. The University objects to each request to the extent that it seeks the disclosure of information that is irrelevant to the subject matter of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence.

F. The following responses are based on information presently known by the University, and the University reserves the right to supplement its responses during and upon completion of discovery.

G. The following responses are made without waiving any objection by the University or admitting the relevance or materiality of any of the information sought.

DEFINITION

A. "University's Marks" shall mean all registered and unregistered trademarks owned by Opposer for the designations COWBOYS, COWGIRLS, OSU & Design, and COWBOYS & O Design, including but not limited to those described in Paragraphs 5-10 of the Notice of Opposition.

REQUESTS FOR ADMISSION

REQUEST NO. 1

Admit that Opposer's officers are familiar with Applicant and its commercial activities.

RESPONSE: Subject to the general objections, the University denies this request.

REQUEST NO. 2

Admit that Opposer is not the only collegiate entity to have adopted a cowboy as its mascot.

RESPONSE: In addition to the general objections, the University objects to this request on the ground that it seeks information irrelevant to the subject matter of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence. The University's COWBOYS mascot is an iconic trademark of the University. The University's COWBOYS trademark is strong and well-known nationwide, especially when used in the southern region of the United States or in connection with other indicia of the University. Subject to these objections, the University admits this request.

REQUEST NO. 3

Admit that mascot [sic] of the Dallas Cowboys of the National Football League is a cowboy.

RESPONSE: In addition to the general objections, the University objects to this request on the ground that it seeks information irrelevant to the subject matter of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence. The University's COWBOYS mascot is an iconic trademark of the University. The University's COWBOYS trademark is strong and well-known nationwide, especially when used in the southern region of the United States or in connection with other indicia of the University. Subject to these objections, the University admits this request.

REQUEST NO. 4

Admit that mascot [sic] of the University of Wyoming is a cowboy.

RESPONSE: In addition to the general objections, the University objects to this request on the ground that it seeks information irrelevant to the subject matter of this Opposition

proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence. The University's COWBOYS mascot is an iconic trademark of the University. The University's COWBOYS trademark is strong and well-known nationwide, especially when used in the southern region of the United States or in connection with other indicia of the University. Moreover, the University has entered a concurrent use agreement with the University of Wyoming. Subject to these objections, the University admits this request.

REQUEST NO. 5

Admit that mascot [sic] of Hardin-Simmons University is a cowboy.

RESPONSE: In addition to the general objections, the University objects to this request on the ground that it seeks information irrelevant to the subject matter of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence. The University's COWBOYS mascot is an iconic trademark of the University. The University's COWBOYS trademark is strong and well-known nationwide, especially when used in the southern region of the United States or in connection with other indicia of the University. Subject to these objections, the University admits this request.

REQUEST NO. 6

Admit that mascot [sic] of McNeese State University is a cowboy.

RESPONSE: In addition to the general objections, the University objects to this request on the ground that it seeks information irrelevant to the subject matter of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence. The University's COWBOYS mascot is an iconic trademark of the University. The University's COWBOYS trademark is strong and well-known nationwide, especially when used in the southern region of the United States or in connection with other indicia of the University. Subject to these objections, the University admits this request.

REQUEST NO. 7

Admit that mascot [sic] of New Mexico Highlands University is a cowboy.

RESPONSE: In addition to the general objections, the University objects to this request on the ground that it seeks information irrelevant to the subject matter of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence. The University's COWBOYS mascot is an iconic trademark of the University. The University's COWBOYS trademark is strong and well-known nationwide, especially when used in the southern region of the United States or in connection with other indicia of the University. Subject to these objections, the University admits this request.

REQUEST NO. 8

Admit that the name "Cowboy(s)" and/or images of cowboys are frequently used by sports teams of all types as mascots.

RESPONSE: In addition to the general objections, the University objects to this request on the ground that it seeks information irrelevant to the subject matter of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence. The University's COWBOYS mascot is an iconic trademark of the University. The University's COWBOYS trademark is well-known nationwide, especially when used in the southern region of the United States or in connection with other indicia of the University. For decades, the University has used its COWBOYS trademark in connection with educational and athletic services, and has licensed use of its COWBOYS trademark in connection with a wide variety of goods and services. As a result, the University's COWBOYS

trademark has become an incredibly strong mark for the University and its goods and services..

Subject to these objections, the University denies this request.

REQUEST NO. 10

Admit that the name “Cowboy(s)” and/or images of cowboys are used by Big Bend Cowboys (Continental Baseball League, Alpine, TX) as a mascot team identifier.

RESPONSE: In addition to the general objections, the University objects to this request on the ground that it seeks information irrelevant to the subject matter of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence. The University’s COWBOYS mascot is an iconic trademark of the University. The University’s COWBOYS trademark is strong and well-known nationwide, especially when used in the southern region of the United States or in connection with other indicia of the University. Subject to these objections, the University admits this request.

REQUEST NO. 11

Admit that the name “Cowboy(s)” and/or images of cowboys are used by Houston Cowboys Basketball (non-profit AAU team, Houston, Texas) as a mascot team identifier.

RESPONSE: In addition to the general objections, the University objects to this request on the ground that it seeks information irrelevant to the subject matter of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence. The University’s COWBOYS mascot is an iconic trademark of the University. The University’s COWBOYS trademark is strong and well-known nationwide, especially when used in the southern region of the United States or in connection with other indicia of the University. Subject to these objections, the University admits this request.

REQUEST NO. 12

Admit that the name “Cowboy(s)” and/or images of cowboys are used by Salinas High School (Salinas, CA) as a mascot team identifier.

RESPONSE: In addition to the general objections, the University objects to this request on the ground that it seeks information irrelevant to the subject matter of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence. The University's COWBOYS mascot is an iconic trademark of the University. The University's COWBOYS trademark is strong and well-known nationwide, especially when used in the southern region of the United States or in connection with other indicia of the University. Subject to these objections, the University admits this request.

REQUEST NO. 13

Admit that the name "Cowboy(s)" and/or images of cowboys are used by Gunnison High School (Gunnison, CO) as a mascot team identifier.

RESPONSE: In addition to the general objections, the University objects to this request on the ground that it seeks information irrelevant to the subject matter of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence. The University's COWBOYS mascot is an iconic trademark of the University. The University's COWBOYS trademark is strong and well-known nationwide, especially when used in the southern region of the United States or in connection with other indicia of the University. Subject to these objections, the University admits this request.

REQUEST NO. 14

Admit that the name "Cowboy(s)" and/or images of cowboys are used by Coppell High School (Coppell, TX) as a mascot team identifier.

RESPONSE: In addition to the general objections, the University objects to this request on the ground that it seeks information irrelevant to the subject matter of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence. The University's COWBOYS mascot is an iconic trademark of the University. The University's COWBOYS trademark is strong and well-known nationwide,

especially when used in the southern region of the United States or in connection with other indicia of the University. Subject to these objections, the University admits this request.

REQUEST NO. 15

Admit that the name “Cowboy(s)” and/or images of cowboys are used by Brandon Youth Football and Cheerleading Ass’n (Seffner, FL) as a mascot team identifier.

RESPONSE: In addition to the general objections, the University objects to this request on the ground that it seeks information irrelevant to the subject matter of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence. The University’s COWBOYS mascot is an iconic trademark of the University. The University’s COWBOYS trademark is strong and well-known nationwide, especially when used in the southern region of the United States or in connection with other indicia of the University. Subject to these objections, the University admits this request.

REQUEST NO. 16

Admit that COWBOYADE is different than any of Opposer’s Marks.

RESPONSE: Subject to the general objections, the University denies this request. Applicant was aware of the University’s well-known COWBOYS trademark before filing its application to register the COWBOYADE mark and selected the COWBOYADE mark in part because of the University’s iconic COWBOYS mascot. Moreover, Applicant’s COWBOYADE mark incorporates all but one letter of the University’s COWBOYS mark.

REQUEST NO. 17

Admit that Opposer’s use of Opposer’s Marks coexist [sic] with the use of COWBOY(S) and related mascots and images by the Dallas Cowboys without a likelihood of confusion.

RESPONSE: In addition to the general objections, the University objects to this request on the ground that it seeks information irrelevant to the subject matter of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of

admissible evidence. Subject to these objections, the University responds that it has made a reasonable inquiry and the information known or readily obtainable by the University is insufficient to enable the University to admit or deny this request. The University reserves the right to supplement and amend this response as additional information is obtained.

REQUEST NO. 18

Admit that Opposer's use of Opposer's Marks coexist [sic] with the use of COWBOY(S) and related mascots and images by the Oklahoma State Cowboys without a likelihood of confusion.

RESPONSE: In addition to the general objections, the University objects to this request on the ground that it is vague and ambiguous because the University is the owner of the COWBOY(S) and related mascots and images used by the Oklahoma State Cowboys. Subject to these objections, the University denies this request.

REQUEST NO. 19

Admit that Opposer's use of Opposer's Marks coexist [sic] with the use of COWBOY(S) and related mascots and images by Hardin-Simmons University without a likelihood of confusion.

RESPONSE: In addition to the general objections, the University objects to this request on the ground that it seeks information irrelevant to the subject matter of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence. Subject to these objections, the University responds that it has made a reasonable inquiry and the information known or readily obtainable by the University is insufficient to enable the University to admit or deny this request. The University reserves the right to supplement and amend this response as additional information is obtained.

REQUEST NO. 20

Admit that Opposer's use of Opposer's Marks coexist [sic] with the use of COWBOY(S) and related mascots and images by McNeese State University without a likelihood of confusion.

RESPONSE: In addition to the general objections, the University objects to this request on the ground that it seeks information irrelevant to the subject mater of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence. Subject to these objections, the University responds that it has made a reasonable inquiry and the information known or readily obtainable by the University is insufficient to enable the University to admit or deny this request. The University reserves the right to supplement and amend this response as additional information is obtained.

REQUEST NO. 21

Admit that Opposer's use of Opposer's Marks coexists with the use of cowboy as a team name or mascot with various other third party uses in the context of sports.

RESPONSE: In addition to the general objections, the University objects to this request on the ground that it seeks information irrelevant to the subject mater of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence. Subject to these objections, the University responds that it has made a reasonable inquiry and the information known or readily obtainable by the University is insufficient to enable the University to admit or deny this request. The University reserves the right to supplement and amend this response as additional information is obtained.

REQUEST NO. 22

Admit that the Opposer has never used any of Opposer's marks to identify the source of food products of any kind.

RESPONSE: Subject to the general objections, the University denies this request.

REQUEST NO. 23

Admit that the Opposer has never used any of the Opposer's marks to identify the source of any drinks or beverages.

RESPONSE: Subject to the general objections, the University denies this request.

REQUEST NO. 24

Admit that the Opposer has never used any of Opposer's marks to identify the source of a nutritionally fortified drink, namely, a protein recovery shake.

RESPONSE: In addition to the general objections, the University objects to this request on the ground that it is vague and ambiguous and fails to identify the information sought with reasonable particularity in that the terms "nutritionally fortified drink" and "protein recovery shake" are not defined. Subject to these objections, the University responds that it has used the University's Marks in connection with a vitamin-enriched energy drink.

REQUEST NO. 25

Admit that the Opposer has never used any of Opposer's marks to identify the source of non-caffeinated hydrating sports drinks.

RESPONSE: In addition to the general objections, the University objects to this request on the ground that it is vague and ambiguous and fails to identify the information sought with reasonable particularity in that the term "non-caffeinated hydrating sports drinks" is not defined. Subject to these objections, the University responds that it has used the University's Marks in connection with a vitamin-enriched energy drink.

REQUEST NO. 26

Admit that Opposer is bound by agreement to serve and provide to its athletic teams the GATORADE brand sport drink.

RESPONSE: In addition to the general objections, the University objects to this request on the ground that it seeks confidential or proprietary business information of the University. The University further objects to this request on the ground that it seeks information

irrelevant to the subject matter of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 27

Admit that Opposer is bound by agreement to serve and provide to its athletic teams the POWERADE brand sport drink.

RESPONSE: In addition to the general objections, the University objects to this request on the ground that it seeks confidential or proprietary business information of the University. The University further objects to this request on the ground that it seeks information irrelevant to the subject matter of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 28

Admit that Opposer is restricted from providing or serving any sports drinks other than GATORADE to its various athletic teams as a result of its agreement with the owner of the trademark for GATORADE.

RESPONSE: In addition to the general objections, the University objects to this request on the ground that it seeks confidential or proprietary business information of the University. The University further objects to this request on the ground that it seeks information irrelevant to the subject matter of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 29

Admit that Opposer is restricted from providing or serving any sports drinks other than POWERADE to its various athletic teams as a result of its agreement with the owner of the trademark for POWERADE.

RESPONSE: In addition to the general objections, the University objects to this request on the ground that it seeks confidential or proprietary business information of the University. The University further objects to this request on the ground that it seeks information

irrelevant to the subject matter of this Opposition proceeding and not within the categories reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 30

Admit that Opposer is bound by an agreement or agreements with the Collegiate Licensing Company concerning the use and license of Opposer's Marks.

RESPONSE: Subject to the general objections, the University admits that the University has entered into an agency agreement with the Collegiate Licensing Company ("CLC"), the University's licensing agent, and denies the remainder of this request. The agency agreement between the University and CLC speaks for itself.

REQUEST NO. 31

Admit that the terms of an agreement between Opposer and the Collegiate Licensing Company concerning the licensing of Opposer's marks requires that Opposer accept the use of COWBOY(S) as a team name or mascot by other member schools of the National Collegiate Athletic Association.

RESPONSE: Subject to the general objections, the University admits that the University has entered into an agency agreement with CLC, the University's licensing agent, and denies the remainder of this request. The agency agreement between the University and CLC speaks for itself.

REQUEST NO. 32

Admit that Opposer has never used the mark that is the subject of Registration No. 3,187,429, namely Cowboy Design, to identify the source of providing course instruction at the university level, educational research, live performances, and festivals.

RESPONSE: Subject to the general objections, the University denies this request.

REQUEST NO. 33

Admit that, as of January 24, 2002, Opposer was not using the mark that is the subject of Registration No. 3,187,429, namely Cowboy Design, to identify the source of providing course instruction at the university level, educational research, live performances, and festivals.

RESPONSE: Subject to the general objections, the University denies this request.

REQUEST NO. 34

Admit that, as of January 24, 2002, Opposer had discontinued use of the mark that is the subject of Registration No. 3,187,429, namely Cowboy Design, to identify the source of providing course instruction at the university level, educational research, live performances, and festivals.

RESPONSE: Subject to the general objections, the University denies this request.

REQUEST NO. 35

Admit that the Opposer has never attempted to secure a registration that included the word "Cowboy" alone, whether as a word mark, standard character mark, or together with a non-word design.

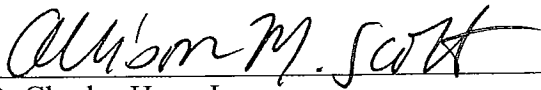
RESPONSE: Subject to the general objections, the University denies this request.

REQUEST NO. 36

Admit that the Opposer has no exclusive rights in or to the mark COWBOY by itself, in any form, for any purpose.

RESPONSE: Subject to the general objections, the University denies this request.

Dated: August 12, 2009.


R. Charles Henn Jr.
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Allison M. Scott
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1100 Peachtree Street
Suite 2800
Atlanta, Georgia 30309-4530
(404) 815-6500
Attorneys for Opposer

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

OKLAHOMA STATE UNIVERSITY,	)	Opposition No. 91187908
)	
Opposer,	)	Application No. 77/383,001
)	
v.	)	Mark: COWBOYADE
)	
SUPER BAKERY, INCORPORATED,)	
)	
Applicant.)	

EXHIBIT G TO THE DECLARATION OF J. MATTHEW PRITCHARD

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

CORPORATION OF GONZAGA)
UNIVERSITY d/b/a GONZAGA)
UNIVERSITY, UNIVERSITY OF)
GEORGIA ATHLETIC ASSOCIATION,)
BOISE STATE UNIVERSITY,) OPPOSITION
UNIVERSITY OF WYOMING, OKLAHOMA) NO.:
STATE UNIVERSITY, REGENTS OF THE) 91187792
UNIVERSITY OF MICHIGAN, BOARD OF)
REGENTS OF THE UNIVERSITY OF) APPLICATION
WISCONSIN SYSTEM, AIR FORCE) NO.:
ACADEMY ATHLETIC ASSOCIATION;) 77/382,118
UNIVERSITY OF MIAMI, UNIVERSITY)
OF NOTRE DAME DU LAC, THE)
UNIVERSITY OF KANSAS, KANSAS) MARK:
STATE UNIVERSITY, THE UNIVERSITY) BULLDOGADE
OF TENNESSEE, THE BOARD OF)
REGENTS OF THE UNIVERSITY OF)
OKLAHOMA, THE UNIVERSITY OF)
PITTSBURGH OF THE COMMONWEALTH)
SYSTEM OF HIGHER EDUCATION,)
)
Plaintiffs,)
)
vs.)
)
SUPER BAKERY, INCORPORATED,)
)
Defendant.)

- - -

Deposition of MICHAEL S. DRUCKER, ESQ.
taken on behalf of the Defendant, pursuant to
Notice and agreement of counsel, in accordance
with the Federal Rules of Civil Procedure,
before Leslie A. Moon, Certified Court Reporter,
at 1100 Peachtree Street, Atlanta, Georgia, on
the 12th day of August 2009, commencing at the
hour of 9:00 a.m.

REGENCY-BRENTANO, INC.
Certified Court Reporters
13 Corporate Square
Suite 140
Atlanta, Georgia 30329

1 indicia of the schools to licensees.

2 There's a plethora of products. One big category
3 is apparel and everything that would fall into apparel
4 from the basic t-shirt to the hat to the performance
5 apparel to youth and infant apparel, jerseys, sweat
6 pants, sweat shirts, shorts, those types of articles
7 that just fall in the apparel category.

8 And then we have a non-apparel area where we have
9 licensed household goods, sports equipment, bags,
10 diploma frames, food and drink items on behalf of the
11 schools, and certain things related to food and drink
12 items such as coasters and water bottles and coffee
13 mugs. There's a plethora of non-apparel goods as well.

14 Q Okay. And I'd like to ask you a few questions.
15 Can you give me an idea about the relationship between
16 the revenue that's generated from the apparel licensed
17 articles as compared to the say other non-apparel
18 licensed articles?

19 A I don't know figures exactly. Apparel is -- It
20 depends on the school as well the breakdown. But
21 generally I think the split would be roughly 60 to 65
22 percent apparel to 40, 35 to 40 percent non-apparel.
23 But once again, it is unique to each school. Not every
24 school would be the same split, but that's roughly I
25 think. And some would be on the low end of that and

1 MR. PRITCHARD: Okay. I would appreciate
2 if you guys could get those to me.

3 MS. JONES: If you propound a request then
4 we would evaluate the request for those
5 documents.

6 MR. PRITCHARD: Okay.

7 BY MR. PRITCHARD:

8 Q Could you give me an idea generally speaking in
9 terms of the overall revenues that would be generated
10 from the sales of licensed articles in the food and
11 beverage category as compared to all others?

12 A I wouldn't be able to do that.

13 Q If I were to ask it in a different way, do you
14 think it would exceed 5 percent of the revenues that
15 were generated from the licensing programs that you
16 operate?

17 A I'm not aware of that breakdown, so I wouldn't
18 want to speculate.

19 Q But it would likely be small?

20 A Compared to overall categories it would not be
21 like apparel, no.

22 Q You had indicated in earlier response that you
23 had some similar or related products to the food
24 category. I was wondering if you might be able to
25 specifically expand on that?

1 license our rights for food or beverage product
2 categories?

3 A Now that I heard the second question I think I
4 better understand what you're asking. There are some, I
5 believe, agreements on campus that would preclude the
6 licensing of certain things for retail sale other than
7 to companies that the school deals with.

8 Q And those would be agreements with third parties?

9 A Yes.

10 MR. PRITCHARD: Break?

11 MS. JONES: Now would be great.

12 (Whereupon, there was a brief recess.)

13 BY MR. PRITCHARD:

14 Q If I could, I'd like to turn back to an answer
15 that you gave me when we were talking about food and
16 beverage related products. And you had indicated, and
17 please clarify if you wish, that you were aware that
18 Coca-Cola made cups?

19 A Yes.

20 Q And so I just want to go down that path for one
21 quick second. When we go to a sporting event and we
22 order a Coca-Cola and we receive it back in a paper cup
23 that prominently displays their indicia, it's not
24 surprising; correct?

25 A Correct.

1 and another school that's represented by the CLC?

2 A No.

3 Q So in that case there is some understood
4 coexistence agreement I guess between Wyoming and
5 Oklahoma State with regards to the Cowboy indicia?

6 A I think the schools have been schools for a
7 hundred plus years in most instances for the schools we
8 represent. And there aren't often similar nicknames
9 like that of schools that we represent. And I think
10 what it comes down to is that their brands have evolved
11 over the course of those hundred plus years. And fans
12 and consumers know when they're buying an Oklahoma State
13 Cowboys product and a Wyoming Cowboys product.

14 So I think the school's brand identity and the
15 fan's knowledge and consumer knowledge of what to look
16 for when they're looking for their particular school's
17 products is pretty clear to them.

18 Q And let me ask a direct question. If I were a
19 licensee and I was making apparel and that apparel borne
20 the mark Cowboys, would I have to make attribution of
21 those sales on a school by school basis?

22 A Yes.

23 Q So that if I intended that the Cowboys
24 represented Oklahoma State, I would attribute that piece
25 of manufactured article to Oklahoma State?

1 A Yes. Because there are probably other things
2 with that product or where you're selling it that are
3 going to make it clear that it's Oklahoma State and not
4 Wyoming.

5 Q And vice versa?

6 A Correct.

7 Q But in the end of the day, you're not aware of
8 any enforcement action regarding licensed indicia from
9 one CLC represented school against another CLC
10 represented school?

11 A No.

12 Q And you did speak that there has been sort of a
13 long and I suppose storied tradition of -- I suppose
14 it's largely in the context of sports teams, of
15 associating a team no matter what its source,
16 collegiate, professional, etcetera with some kind of
17 other identifier that we would usually call mascot?

18 A The way we look at it is it could be a mascot, it
19 could be colors, it could be where the product is sold.
20 We look at a number of things to figure the context out
21 if we do run into issues like that.

22 Q I understand that Smack Apparel understands that
23 now. But more generally, you agree with me with the
24 premise that often times sports teams which include
25 collegiate -- the collegiate institutions identify

1 themselves not only by Oklahoma State but also by a
2 mascot or a nickname or other indicia like Cowboys?

3 A Yes.

4 Q And that's more than fairly common, which is to
5 say that almost every sports team has some kind of a
6 nickname bar none?

7 A I'm not aware of any that don't.

8 Q Right. So, again, you're not aware of any
9 covenants or agreements between any of the collegiate
10 institutions to refrain from taking action against one
11 of those?

12 A No, I'm not.

13 Q But you're not aware of any instances where they
14 actually have either?

15 A No.

16 Q And so in any dispute between two such parties,
17 it would be your view that a likelihood of confusion
18 would turn on the overall indicia rather than
19 specifically the name of the team, the mascot?

20 MS. JONES: Objection. That calls for a
21 legal conclusion.

22 BY MR. PRITCHARD:

23 Q It's your understanding that the schools feel
24 comfortable differentiating themselves when they use a
25 name which may also be used by another collegiate

1 institution based on the overall look and feel of the
2 product?

3 A And the length of use, yes.

4 Q Are you aware of any situation on behalf of the
5 opposers or any collegiate institution in which you have
6 taken action against another university, a college,
7 institution of higher learning that's not represented by
8 the Collegiate Licensing Company?

9 A No, not against another college. I'm not aware
10 of any.

11 Q And if we would, if I could explore this just
12 sort of in general. Could you characterize the
13 collegiate institutions in terms of their NCAA
14 membership that you represent?

15 A Most of the institutions participate in division
16 I of the NCAA if that's what you're asking.

17 Q Yes. Thank you. Do you represent any division
18 II NCAA schools?

19 A I don't know off the top of my head, but I assume
20 we represent some. But most of the institutions we
21 represent participate at division I.

22 Q Sort of dropping down, I attended Carnegie Mellon
23 in Pittsburgh. They're not the Mellon heads, they're
24 the Tartans. Do you represent them?

25 A We do not.

1 point.

2 MR. PRITCHARD: Yeah.

3 (Whereupon, there was a brief recess.)

4 BY MR. PRITCHARD:

5 Q I was wondering if you could generally categorize
6 the buying experience of licensed articles. That is to
7 say, when an ordinary consumer comes upon a licensed
8 article, I would hope that it would be your plan that
9 they chose that article with specificity?

10 A I guess I should speak from my own experience
11 rather than try to get into the heads of other
12 consumers. But I think what we want is that consumers
13 want to buy merchandise that has the indicia of the
14 schools that they love, whether they're alumni or fans
15 or the kids go to school and they recognize what the
16 indicia stands for and want to buy merchandise.

17 Q Right. And while I recognize -- and I have a
18 vivid memory of being a little kid and getting a FOE
19 Philadelphia Eagles jersey and being crestfallen because
20 it was very nice but it wasn't really legitimate, but it
21 was probably the best jersey that you could have
22 purchased at the time because it was 30 years ago, 40
23 years ago maybe. Now there's just this plethora
24 particularly in apparel venue of really super terrific
25 stuff.

1 Nonetheless, would you agree that while there may
2 be because of the overall look or quality that somebody
3 might be motivated to act to purchase that simply by
4 seeing it, that more generally that the purchases of the
5 licensed articles are generated because of a desire for
6 affiliation or for a desire to own the licensed article?

7 MS. JONES: Objection. Calls for
8 speculation on behalf of the customer.

9 BY MR. PRITCHARD:

10 Q Can you tell me the steps that you take to
11 communicate to consumers the legitimacy of licensed
12 articles?

13 A One of the things that we obviously hope for is
14 that the product that we license is quality, it's been
15 approved by the school and by the CLC, and it's a
16 quality item that you can use for its intended purpose
17 for many years.

18 We also license, as I mentioned earlier, to be
19 sold in various distribution channels. And those are
20 traditional and some non-traditional distribution
21 channels where people shop. And so they should have an
22 expectation when they shop in those channels that
23 they're something that's legitimate. So the way we
24 license and authorize companies to sell I think plays
25 into that.

1 And we also have an identifier that we consider a
2 hologram that identifies licensed merchandise. So we
3 promote the fact that all licensed merchandise should
4 have a hologram label.

5 Q That's an important part of the consumer
6 experience to know that they've purchased a licensed
7 article?

8 A I think we hope that every consumer wants to
9 support licensed merchandise. And one of the things
10 that we try to do is -- You know, a lot of the revenue
11 that's generated by the schools through licensing goes
12 back to support scholarship funds at the institution.

13 So there's a benefit of buying licensed
14 merchandise because hopefully you're a fan of that
15 school or an alumnus, you want to see that school
16 succeed. So if we can connect those dots then I think
17 the consumer has the right experience.

18 Q And by putting these holograms on or by
19 indicating to a consumer that the product is licensed,
20 you've actually helped to create that marketplace, to
21 give the consumer confidence of that, so it just doesn't
22 look like an Oklahoma State jersey but it is actually a
23 licensed Oklahoma State jersey?

24 A That's the intent.

25 Q And you would hope that the consumer would check

1 for that hologram and be certain they were purchasing a
2 licensed article?

3 A We would hope. We're not so sure that happens
4 but one hopes.

5 Q Okay. In terms of your enforcement activities,
6 are you aware of a determination that any licensed
7 indicia of any of the opposers has ever been deemed
8 famous by the Trademark Trial and Appeal Board or by a
9 court of competent jurisdiction?

10 A In the Smack case that you referenced earlier,
11 I'm not so sure the opinion talked about the famousness
12 of the school's marks and the colors, but they gave a
13 lot of credence to the school's colors, I know that, the
14 court did. I'm not aware of whether they spoke of the
15 marks that you would deem famous.

16 Q Are you aware of any -- that same question with
17 the collegiate institutions more generally than just the
18 opposers?

19 A I'm not aware. But as I said earlier, CLC isn't
20 involved in every action, so there may be. I'm just not
21 aware specifically.

22 Q And in that case, Oklahoma, Ohio State,
23 Louisiana, were there more?

24 A Southern Cal.

25 Q Southern Cal. None of whom are opposers today?